

**Invitation to Bid
No. 15-100587**

**DESIGN AND CONSTRUCTION OF SALT AND
SAND BARN FOR SEMINOLE ROAD LANDFILL**

for

DeKalb County, Georgia



DeKalb County, Georgia

Proposal Due Date & Time:

October 9, 2015 at 3:00 p.m. EST

Location:

Department of Purchasing and Contracting
1300 Commerce Drive, 2nd Floor
Decatur, GA 30030

Purchasing Agent:

Nancy Harrison, CPPO, CPPB
Senior Procurement Agent
nharrison@dekalbcountyga.gov

TABLE OF CONTENTS

Title

Acknowledgment of Bidder

Advertisement for Bids

Instructions to Bidders

Bidder's Lump Sum Price Form

Bidder's Unit Price Form

First Source Jobs Ordinance Acknowledgement

Local Small Business Enterprise ("LSBE") Program
Information Sheet and LSBE Exhibits A, B, C and D

Certificate of Corporate Bidder

Certificate of Authority – Joint Venture Bidder

Bidder's Affidavit of Compliance with O.C.G.A. §13-10-91

Contractor's Reference and Release Form

Preferred Employee Tracking Form

Subcontractor Information Form

Subcontractor Reference and Release Form

Bid Bond Form

Contractor Affidavit and Oath of Successful Bidder

Standard Form SAMPLE Contract for Construction

Exhibit 1

Technical Specifications

Exhibit 2

Drawings

Exhibit 3

ACKNOWLEDGEMENT OF BIDDER

I, _____, have had the opportunity to review and have reviewed this Bid Document Package dated June 25, 2015 in its entirety and I agree that it is accurate and complete. I, _____, am duly and properly in office and I am fully authorized and empowered to execute this Acknowledgement for and on behalf of the Contractor.

By: _____(SEAL)
Signature

Name (Typed or Printed)

Title

Name of Business

Federal Tax I.D. Number

ATTEST:

Signature

Name (Typed or Printed)

Title

ADVERTISEMENT FOR BIDS

DEKALB COUNTY, GEORGIA

INVITATION NUMBER 15-100587

Sealed Bids will be received by DeKalb County, Georgia, in the Department of Purchasing and Contracting, The Maloof Center, 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030, until 3:00 p.m. on October 9, 2015, at which time and place they will be publicly opened and read aloud, for furnishing all labor, materials, equipment, and all things necessary pursuant to Conceptual Drawings, Specifications, conditions, etc., for Invitation to Bid (ITB) No. 15-100587 for the Design and Construction of Salt and Sand Barn at Seminole Road Landfill (“the Project”).

This project consists of designing and constructing a 60-foot wide by 100 foot long Salt and Sand storage facility at the Seminole Road Landfill in Ellenwood (DeKalb County), Georgia. The DeKalb County Sanitation Department will be conducting grading and installing surface water management structures in accordance with the proposed facility layout as shown on the conceptual drawings.

It is the responsibility of each Bidder to ensure that his submission is received by 3:00 p.m on October 9, 2015. Be aware that visitors to our offices will go through a security screening process upon entering the building. Bidder should plan enough time to ensure that he will be able to deliver his submission prior to the deadline. Late bids, for whatever reason, will not be evaluated. Bidders should plan their deliveries accordingly.

ONE ORIGINAL BID AND TWO IDENTICAL COPIES MUST BE SUBMITTED ON THE DATE AND AT THE TIME AND PLACE PRESCRIBED ABOVE.

Contract Documents, Conceptual Drawings, and Specifications for this Work are contained in this document and may be downloaded from the County’s website at:
http://www.dekalbcountyga.gov/purchasing/pc_index_formal_solicitations.html.

Bids will be considered only from experienced and well-equipped contractors.

MANDATORY PRE-BID CONFERENCE AND SITE VISIT

A mandatory pre-bid conference and site visit will be held at 9:00 am on the 28th day of September, 2015 at the Seminole Road Landfill, 4203 CleveMont Road, Ellenwood, GA 30094. Bidders are **required** to attend and participate in the mandatory pre-bid conference and site visit. Bidders shall sign in at the mandatory pre-bid meeting and site visit as proof of attendance. Only the Bidder or its authorized representative or employee shall sign in at the mandatory pre-bid meeting and site visit. For individual firms planning to bid as a yet to be formed joint venture, a representative from each firm is required to attend and sign in. **Failure of a Bidder to attend or sign in at the mandatory pre-bid conference and site visit may be cause for rejection of Bid.**

For information regarding the mandatory pre-bid conference and site visit, please contact Ms. Nancy Harrison, Senior Procurement Agent at (404) 371-2760 or nharrison@dekalbcountyga.gov.

QUESTIONS

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to the Department of Purchasing and Contracting in writing via email to nharrison@dekalbcountyga.gov, no later than 2:00 p.m. on October 2, 2015. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date and time will not receive a response or be the subject of addenda.

ADDENDA

Addenda may be issued in response to changes in the ITB. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Bidders shall acknowledge the addenda, and submit to the Department of Purchasing and Contracting as requested. Bidder may contact Nancy Harrison, Senior Purchasing Agent nharrison@dekalbcountyga.gov to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, http://www.dekalbcountyga.gov/purchasing/pc_index_formal_solicitations.html

No Bid may be revoked or withdrawn until ninety (90) days after the time set for opening the Bids.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, TO WAIVE INFORMALITIES IN BIDDING, AND TO READVERTISE.

This 2nd day of September, 2015.

Sincerely,

Nancy Harrison

Nancy Harrison, CPPO, CPPB
Senior Procurement Agent
Department of Purchasing and Contracting

INSTRUCTIONS TO BIDDERS

GENERAL

Sealed Bids will be received by DeKalb County, Georgia, in the Department of Purchasing and Contracting, The Maloof Center, 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030, until 3:00 p.m. on the 9th day of October, 2015, for the Design and Construction of Salt and Sand storage facility at Seminole Road Landfill in the Department of Purchasing and Contracting, The Maloof Center, 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030. Sealed Bids shall be submitted on the form furnished by the County in **triplicate**, designated as original or copy. **ONE ORIGINAL BID AND TWO IDENTICAL COPIES MUST BE SUBMITTED ON THE DATE AND AT THE TIME AND PLACE PRESCRIBED ABOVE.**

Complete Drawings, Specifications and Bid forms may be downloaded from the County website at:

http://www.dekalbcountyga.gov/purchasing/pc_formal_solicitation_current_bids.html.

Bids will be considered only from experienced and well-equipped contractors. Prior to beginning construction, the successful Bidder will file with the County a Performance Bond and a Payment Bond, each equal to 100% of the Contract Price, with the terms and surety to be approved by the County; and furnish satisfactory proof of carriage of the insurance required.

SUBMITTING BIDS

Bids are to be submitted on the proper unaltered forms, and shall be addressed to the DeKalb County Department of Purchasing and Contracting, The Maloof Center, 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030, sealed, dated and enclosed in an envelope or package appropriately marked on the outside with the name of the Bidder, the date and hour of opening, and the Invitation to Bid Number and Project Name.

BUSINESS LICENSE

Bidder is requested to submit a copy of its current, valid business license with its Bid. If the Bidder is a Georgia corporation, Bidder is requested to submit a valid county or city business license. If Bidder is a joint venture, Bidder is requested to submit valid business licenses for each member of the joint venture. If the Bidder is not a Georgia corporation, Bidder is requested to submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Bidder holds a professional license, then Bidder is requested to submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the proposed Bid being deemed non-responsive.

GENERAL CONTRACTOR'S LICENSE NUMBER

As required by O.C.G.A. § 43-41-6, *et seq.*, a Bidder responding to this Invitation to Bid must provide a copy of its Georgia General Contractor's License. The Georgia General Contractor's License must be issued in the name of the Bidder or in the name of its qualifying agent. If a proposed Bidder is relying upon a qualifying agent's Georgia

General Contractor's License, then the name of the proposed Bidder must be set forth on the license as an affiliated business organization/dependent licensee. All licenses must be current, valid, and issued in compliance with applicable law. Failure to provide this license with the Bid will result in the proposed Bid being deemed non-responsive.

QUESTIONS, ADDENDA AND INTERPRETATION

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to the Procurement Agent, Nancy Harrison at nharrison@dekalbcountyga.gov, in writing no later than 2:00 pm on October 2, 2015. Questions and requests for interpretation received by the Procurement Agent of the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda. No answer to a question or interpretation of the meaning of the Contract will be made orally to any Bidder. For questions and requests for interpretation, each response shall be given in written addendum, separately numbered and dated, and published on the County website in sufficient time for interested parties to review. The County shall be the sole determiner of sufficiency of time.

ACKNOWLEDGMENT OF ADDENDA

Addenda may be issued in response to changes in the Invitation to Bid. Addenda are requested to be acknowledged by signing and returning the Addendum Acknowledgement with the Bid. Failure to properly acknowledge any addendum may result in the proposed Bid being deemed non-responsive. All addenda issued for this Project may be found on DeKalb County's website, <http://www.dekalbcountyga.gov/purchasing/index.htm>.

AUTHORITY TO SIGN

If a Bid is submitted by an individual, his/her name and mailing address must be shown. If submitted by a corporation, partnership, or joint venture, the name and physical mailing address of each member of the corporation, partnership, or joint venture must be shown. If submitted by a corporation, the Certificate of Corporate Bidder in the form attached to the Bid Document Package must be executed and submitted with the Bid. If submitted by a joint venture, the Certificate of Authority – Joint Venture in the form attached to the Bid Document Package must be executed and submitted with the Bid. A post office box is not acceptable as a physical mailing address. The legal and proper name of the proprietorship, corporation, or partnership submitting the Bid shall be printed or typed in the space provided on the Certificate of Corporate Bidder.

BID GUARANTEE TO ACCOMPANY BID

Each Bid must be accompanied by a Bid Guarantee in an amount of not less than ten percent (10%) of the amount of the Bid. The Bid Guarantee may be in the form of an official bank check payable to DeKalb County, or a Bid Bond in the form provided in the Bid Document Package. The Bid Bond shall be issued by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570, and have a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better.

VALID INSURANCE, BONDS, LICENSES, PERMITS, AND CERTIFICATES

Bidder shall ensure that any bond, bid bond, payment bond, performance bond, insurance, license, permit or certificate submitted in response to this Invitation to Bid or as part of the Contract for this Project shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

BUILDERS' RISK INSURANCE COVERAGE

The successful bidder shall procure and maintain Builders Risk Insurance on the entire work which provides "All-risk" form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by Supplementary Conditions) until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD
Ordinance of Law (Increased Cost of Construction)	\$1,000,000
Flood and Earthquake	Full Contract Value

Deductibles:

Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

RIGHTS RESERVED

The County reserves the right to reject any or all Bids, to waive formalities, and to readvertise. The County reserves the right to decide which Bid will be deemed lowest and best. For consideration as a responsible Bidder, the proposed Bidder shall, among other qualifications, demonstrate in its Bid that it has been the general contractor engaged in construction and successful completion of facilities of similar character and magnitude for at least five (5) years, and shall demonstrate the financial ability to perform the required Work. Bidder may be required to submit evidence setting forth qualifications which entitle him to consideration as a responsible Bidder. A list of work of similar character successfully completed within the last two (2) years may be required as set forth in the Invitation to Bid giving the location and size of each project. Bidder shall complete the Reference and Release Form attached to the Bidder Document Package. In addition, the Bidder shall submit upon request by the County, a list of equipment available for use on this Work with its Bid. Any additions, conditions, limitations, or provisions attached to the Bid shall render it informal, and may be cause for rejection as

non-responsive. No Bid may be revoked or withdrawn until ninety (90) days after the time set for opening the Bids.

AWARD OF CONTRACT

The Contract, if awarded, will be awarded to that responsible Bidder whose responsive Bid will be most advantageous to the County, price and other factors considered. The County is entitled to make the determination in its sole discretion. The Contract between the County and the Contractor shall be executed in the form attached to the Bid Document Package as Exhibit 1, and shall form a binding contract between the contracting parties. A Performance Bond and a Payment Bond, each equal to 100% of the Contract Price, must be provided by the successful Bidder, issued in proper form by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570, and which has a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better. Bonds given shall meet the requirements of the law of the State of Georgia including, but not limited to, O.C.G.A. §13-10-1 and §36-91-21 *et seq.*

FAILURE TO EXECUTE CONTRACT

The County shall have ninety (90) days after the time set for openings of Bids to notify a Bidder of the County's acceptance of the Bid and its intent to award the Contract to such Bidder. If the County so notifies a Bidder and the Bidder fails to enter into the Contract in the form attached to the Bid Document Package as Exhibit 1 within ten (10) days of receiving such notice, or fails within that time to provide the required Payment and Performance Bonds and proof of required insurance, the amount of the Bid Bond or other Bid Guarantee shall be paid over to the County as liquidated damages. The acceptance of the payment of the Bid Bond shall not operate to bar any claim the County might otherwise have against the Bidder, and the County shall be authorized to pursue any claim against the Bidder for failure to consummate the Contract as may be authorized by law.

TIME AND LIQUIDATED DAMAGES

Construction must begin within ten (10) days from the date the Contractor acknowledges receipt of the Notice to Proceed, by signing and inserting the acknowledgement date on the Notice to Proceed. Contractor shall fully complete the Work within (120) days from and including the acknowledgement date. For failure to complete the Work within this period, the Contractor shall pay the County liquidated damages in the amount of five hundred dollars (\$500.00) for each day in excess of the Contract Time unless an extension of the Contract Time has been obtained by Change Order, as defined in the Contract, prior to the expiration of the Contract Term as defined in the Contract.

LOCATIONS AND SITE

The site of the proposed Work is at the stated location(s) within DeKalb County, Georgia. By submitting a Bid, the Bidder accepts the site in its present condition and agrees, if awarded the Contract, to carry out all Work in accordance with the requirements of the Contract, the Specifications and as shown on the Drawings. The Bidder shall, before submitting a Bid, visit the site and acquaint itself with the actual conditions and the location of any or all obstructions that may exist on the site. The documents comprising the Contract contain the provisions required for the completion of the Work to be performed pursuant to this Contract. Information obtained from an officer, agent, or

employee of the County, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve it from fulfilling any of the conditions of the Contract. Each Bidder, prior to submitting his Bid, is responsible for inspecting the site and for reading and being thoroughly familiar with all of the documents comprising the Contract and Bid Document Package. The failure or omission of any Bidder to so familiarize himself shall in no way relieve any Bidder from any obligation in respect to his Bid. The Contractor shall inspect all easements and rights-of-way to insure that the County has obtained all land and rights-of-way necessary for completion of the Work to be performed pursuant to the Contract. The Contractor shall comply with all stipulations contained in easements acquired by the County. If applicable to the Work, all easements and rights-of-way documents are available for inspection in the office of the office of the Geographical Information System Department located at The Clark Harrison Building, 330 West Ponce de Leon Avenue, 6th Floor, Decatur, Georgia 30030. The Contractor shall not be entitled to damages and agrees not to make any claim against the County, its officials or employees for the failure to obtain necessary interests in land for this Project. The Contractor shall accurately locate above-ground and below-ground utilities and structures which may be affected by the Work using whatever means may be appropriate.

LOCAL SMALL BUSINESS ENTERPRISE ORDINANCE

The Chief Executive Officer and the Board of Commissioners of DeKalb County recognize that it is important to encourage small and local businesses to participate in the business of County government; participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County's economy and tax base, and provide employment to local residents; therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by enacting the Local Small Business Enterprise Ordinance, Code of DeKalb County, as revised 1988, §2-200 *et seq.* ("LSBE Ordinance") and implementing the LSBE program. For further details and an explanation of the LSBE Exhibits, please review the attached LSBE Program Information sheet which includes the required LSBE Exhibits. Bidders may also contact the County's Contract Compliance Division of the Department of Purchasing and Contracting at contract@dekalbcountyga.gov or 404-371-6395. The LSBE Program Information Sheet is a summary of the LSBE program and is provided as a service to potential County vendors. For the full and complete requirements of this program, potential vendors are directed to consult the LSBE ordinance itself. Completion of LSBE Exhibits A and B are MANDATORY. Failure to fully complete and submit LSBE Exhibits A and B with a Bid shall result in the Bid being rejected as non-responsive. Failure to fully complete and timely submit LSBE Exhibit C during the Contract Term may be cause for termination of the Contract. LSBE Exhibit D is a copy of the County's Certified Vendor List.

FEDERAL WORK AUTHORIZATION PROGRAM PARTICIPATION

All qualifying Contractors and Subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. In order for a Bid to be considered, it is mandatory that the Bidder's Affidavit of Compliance with O.C.G.A. §13-10-91 included as page 31 be completed and submitted with the Bid.

ETHICS RULES

To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a CEO or employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Additionally, every contractor who conducts business with the County will receive a copy of these ethical rules at the time of execution of the contract.

GEORGIA OPEN RECORDS ACT

Contractors will be expected to comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

FIRST SOURCE JOBS ORDINANCE

The DeKalb County First Source Jobs Ordinance, Code of DeKalb County, as revised, 1988, §2-231 *et seq.* (“the First Source Jobs Ordinance”) requires Contractors and Beneficiaries of Eligible Projects as those terms are defined in First Source Jobs Ordinance now and as they may be amended hereafter, to make a good faith effort to hire DeKalb County residents for at least fifty percent (50%) of all jobs created by the Eligible Project using the First Source Register (candidate database). The Contractor and the Work to be performed under this Contract are subject to the provisions of the First Source Jobs Ordinance. A First Source Jobs Ordinance Acknowledgement Form is included in the Bid Document Package as page 17. The signer of this form acknowledges and agrees to comply with the provisions of the First Source Jobs Ordinance. For more information on the requirements of the First Source Jobs Ordinance, Bidders may contact DeKalb Workforce Development at 404-687-4099.

PREFERRED EMPLOYEES

Contractors, subcontractors, and independent contractors bidding on this contract will be **encouraged** by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. A Preferred Employee Tracking Form is included in the Bid Document Package as page 33.

For information on Preferred Employees, please contact the DeKalb County Workforce Department by telephone at 404-687-3428 or in person at 320 Church Street, Decatur, GA 30030.

Invitation No. 15-100587

BIDDER'S LUMP SUM PRICE

TO: The Governing Authority of DeKalb County, Georgia

The undersigned, as Bidder, declares that he has carefully examined the Bid Document Package for ITB No. 15-100587, Design and Construction of Salt and Sand Barn at Seminole Road Landfill, an annexed proposed form of Contract, the Specifications therein contained, and the Conceptual Drawings therein referred to, and that he proposes and agrees that if his Bid is accepted, to provide the necessary machinery, tools, apparatus, and other means of construction, and will furnish all materials and labor specified in the Contract, or called for by the Drawings, or necessary to complete the Work in the manner therein specified within the time specified, as therein set forth for the following lump sum amount which sum is hereinafter referred to as the "Base Bid." The Base Bid includes and encompasses the cost of all labor, materials, equipment, tools, supervision, scheduling, safety program, coordination, engineering, testing, surveys, layout, cleanup, and other things and services required to complete the entire Design and Construction Project in strict conformity with the Contract, and all addenda and authorized written clarifications issued prior to the Bid date. Without limitation, the Base Bid also includes all applicable sales and use taxes, fees, temporary lighting, heating and cooling, temporary utilities, security for the site, freight costs, handling costs, permit costs, field and main office costs, bond premiums, insurance premiums, direct and indirect administrative costs, overhead, and profit.

_____ (\$ _____)
(State amount in words on this line) (In figures)

Attached hereto is Bid Bond made by _____,
_____, a surety company listed in the most current Us Treasury Circular No. 570 and licensed to write surety bonds in the State of Georgia, payable to DeKalb County, Georgia (or official bank check), in the amount of ten percent (10%) of the above Bid, to-wit: \$_____.

If this Bid shall be accepted by DeKalb County and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of the insurance required, as stated in the Instructions to Bidders attached hereto within ten (10) days from the Notice of Award of the Contract, then the County may at its option, determine that the undersigned abandoned the Contract and thereupon this Bid shall be null and void, and the sum stipulated in the attached Bid Bond (or official bank check) shall be forfeited to the County as liquidated damages.

Bidder declares its intent to subcontract the portion of the Work as below stated. Bidder understands and agrees that the use of any Subcontractor not listed below shall be strictly prohibited without prior written approval from the County. (*List the names of all subcontractors and the work to be performed by the subcontractor on the lines provided below.*)

Bidder further declares that the full names and residence addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

Bidder declares further that it is ☐ / is not ☐ a DeKalb County Firm.

Signed, sealed, and dated this _____ day of _____, 2015.

By: _____(SEAL)

Signature

Print Name of Signer

Title of Signer

Name of Business Entity Submitting Bid

Bidder's Street Address

Bidder's City, State and Zip Code

Bidder's Phone Number

Bidder's Fax Number

Bidder's E-Mail Address



DeKalb Workforce Development
Where Workforce Comes Together

First Source Jobs Ordinance Acknowledgement

Contract No. _____

The DeKalb County First Source Ordinance requires contractors or beneficiaries of eligible projects entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more to make a good faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry (candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be asked to submit copies of active payroll registers on a monthly basis to verify compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

1. How many job openings do you anticipate filling related to this contract? _____
2. How many incumbents/existing employees will retain jobs due to this contract?
DeKalb Residents: _____ Non-DeKalb Residents: _____

Please return this form to Workforce Development, fax (404) 687-4099 or email to dekalbworkforce@dekalbcountyga.gov.

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION
MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE
OPPORTUNITY TRACKING FORM**

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County's economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the Local Small Business Enterprise Ordinance.

PROVISIONS OF LOCAL SMALL BUSINESS ENTERPRISE (LSBE) ORDINANCE

Amount of LSBE Participation Required
20% of Total Award

	Request For Proposals (RFP)	Invitations To Bid (ITB)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Percentage Points	Ten (10) Percent Preference
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Percentage Points	Five (5) Percent Preference

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) percentage points in the initial evaluation of their response to any Request for Proposal and a ten (10) percent preference on all responses to any Invitation to Bid. Certified LSBEs located outside of DeKalb County but within the ten (10) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) percentage points in the initial evaluation of their response to any Request for Proposal and a five (5) percent preference on all responses to any Invitation to Bid.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as Exhibit "A".) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon dollar value shall be due with the bid or proposal documents and included with Exhibit "A". The certified vendor list compiled by the Contract Compliance Division, Purchasing and Contracting Department, DeKalb County Government establishes the group of Certified LSBE's from which the bidder/proposer must solicit subcontractors for LSBE participation.

Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached “Checklist for Good Faith Efforts” portion of “Exhibit A.” Failure to achieve the LSBE benchmark or demonstrate good faith efforts may result in a bid or proposal being rejected. The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to complete and submit the notarized Schedule of LSBE Participation will result in a bid or proposal being rejected.

Upon award, Prime Contractors are required to submit a report detailing LSBE/Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors are also required to certify that all sub-contractors have been paid within seven (7) days of the Prime’s receipt of payment from the County. Failure to provide requested reports/documentation may constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must submit a detailed report of their sub-contracting activity for each County contract they participate in. Sample Report Forms are attached as Exhibit C.

For eligible bids over \$5,000,000.00, The Director of Purchasing and Contracting or designee will determine if the Mentor-Protégé provision of the Ordinance will apply.

It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts, including Local Small Business Enterprises (LSBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). To achieve this purpose, the County would like to track and record information about participating vendors. The attached “Exhibit A,” also records who performs work and renders services to the County. Contractors are requested to indicate whether they are a LSBE, MBE or WBE and list the level of participation by subcontractors designated as such on each solicitation.

“EXHIBIT A”

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION
MINORITY/WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM**

As specified, Bidders and Proposers are to present the details of LSBE, MBE AND WBE participation below:

PRIME BIDDER/PROPOSER _____ SOLICITATION NUMBER: ITB No. 15-100526

TITLE OF UNIT OF WORK – Decatur Library Parking Deck Improvements

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):
____ LSBE-DeKalb ____ LSBE-MSA ____ MBE ____ WBE.
2. If you are a Certified LSBE, MBE or WBE, please indicate below the portion of work (including the percentage of the amount bid/proposal) that your firm will carry out directly: _____.
3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the LSBE, MBE or WBE joint venture firm.

4. List the LSBE, MBE, and/or WBE subcontractors and/or firms (including suppliers) to be utilized in this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Copy the following page and list additional subcontractors, if necessary. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon dollar value. A Letter of Intent form is attached hereto as Exhibit “B”.

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS

A bidder/proposer that does not meet the County's LSBE participation benchmark is required to demonstrate that it made "good faith efforts." Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Advertisement for solicitation of Local Small Business Enterprises in general circulation media, trade association publications, and minority-focus media, to provide notice of sub-contracting opportunities.
2.			Advertisement in general circulation media at least seven (7) calendar days prior to bid or proposal opening any and all sub-contractor opportunities. Proof of advertisement must be submitted with the bid or proposal.
3.			Provided interested LSBEs with timely, adequate information about the plans, specification, and other such requirements of the contract to facilitate their quotation and conducted follow up to initial solicitations.
4.			Provided written notice to LSBEs that their interest in sub-contracting opportunities or furnishing supplies is solicited. Provide a contact log showing the name, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort and the amount of the quoted price if one was obtained.
5.			Efforts were made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
6.			Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
7.			Utilization of services of available minority community organizations, minority contractor groups and other organizations that provide assistance in the recruitment and placement of LSBEs.
8.			Communication with the Contract Compliance Division seeking assistance in identifying available LSBEs.
9.			Explored Joint venture opportunities.
10.			Other Actions (specify):

Please explain all “no” answers above (by number):

This list is a guideline and by no means exhaustive. The County will review these efforts, along with other documents, to assess the bidder/proposer’s efforts to meet the County’s LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department, Contract Compliance Division at (404) 371-4795. A copy of the list of LSBEs certified by the DeKalb County Government, Purchasing and Contracting Department, Contract Compliance Division is available on our website at:

<http://www.dekalbcountyga.gov/purchasing/index.html>.

**DEKALB COUNTY LOCAL SMALL BUSINESS ENTERPRISE
SCHEDULE OF PARTICIPATION
MINORITY/WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM**

Bidder/Proposer Statement of Compliance

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

1. Non-Discrimination Policy

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
 - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
 - (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

2. **Commitment**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit A and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit A, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the County. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

Firm's Officer:

(Authorized Signature and Title Required)

Date

Sworn to and Subscribed to before me this ____ day of _____, 20__.

Notary Public

My Commission

Expires: _____

“EXHIBIT B”
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
PROVIDING MATERIALS OR SERVICES

Instructions:

1. Complete the form in its entirety and submit with bid documents.
2. Please be advised that LSBEs cannot be removed from a project without pre-approval from Contract Compliance.
3. Executed contracts between the Prime and LSBEs must be submitted with the bid documents. Such contracts shall include a statement that the contract will become effective only upon approval of the contract between the County and the Prime.

To: _____
(Name of Prime Contractor Firm)

From: _____ ☐ **LSBE –DeKalb** ☐ **LSBE –MSA** ☐ **MBE** ☐ **WBE**
(Name of Subcontractor Firm) **(Check all that apply)**

ITB Number: 15-100526

Project Name: Decatur Library Parking Deck Improvements

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

Description of Materials or Services	Project Commence Date	% of Contract Award	Estimated Dollar Amount	Period of Performance In Weeks After Acknowledgement of Notice to Proceed

Prime Contractor

Sub-contractor

Signature: _____ **Signature:** _____

Title: _____ **Title:** _____

Date: _____ **Date:** _____



PRIME CONTRACTOR LSBE UTILIZATION REPORT

Please complete a separate form for each contract.

This report **must** be submitted with each request for payment, and not less than monthly, along with a copy of your monthly invoice (schedule of values/payment application) to the Contract Compliance Division. Failure to comply **may** result in the County commencing proceedings and/or pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by DeKalb County.

PRIME CONTRACTOR		Contract Award Amount	% Complete to Date
Name:			
Address:			
Telephone #:		Fax #	Email

REPORTING PERIOD: (From – To)	
PROJECT NAME:	
ITB/RFP NUMBER:	
CONTRACT NUMBER:	
PROJECT LOCATION:	

ANY CHANGE ORDER AMOUNT AFFECTING SUB-CONTRACTOR UTILIZATION: \$ _____
AMOUNT OF REQUISITION THIS PERIOD: \$ _____
TOTAL AMOUNT REQUISITIONED TO DATE: \$ _____

SUB-CONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Amount of Sub-Contract	Amount Paid This Period	Amount Paid To Date

Executed By: _____ (Signature) _____ (Printed Name) Date: _____

Notary: _____ My Commission Expires: _____

Return Completed Form to:
Contract Compliance Division, DeKalb County Purchasing and Contracting -
1300 Commerce Drive 1st Floor, Decatur, Georgia 30030
404-371-4795(phone) 404-371-2511 (fax)

Exhibit C
(consisting of 2 pages)



10.21.11 FORM C

LSBE SUB-CONTRACTOR UTILIZATION REPORT

Please complete a separate form for each contract.

This report **must** be submitted by the 10th of each month, along with a copy of your monthly invoice and copies of any checks/payments to the Contract Compliance Division. Failure to comply **may** result in de-certification and the denial of participation in any future contracts awarded by DeKalb County.

SUB – CONTRACTOR		Sub-Contract Award Amount	% Complete to Date
Name:			
Address:			
Telephone #:		Fax#	Email:

PRIME CONTRACTOR:	
CONTRACT NUMBER:	
ITB/RFP NUMBER:	
PROJECT LOCATION:	

ANY CHANGE ORDER AMOUNT AFFECTING SUB-CONTRACTOR UTILIZATION _____

Date of Work	Description of Work	Current Amount Invoiced	Amount Paid To Date	Outstanding Payments/Past Due Amount
TOTALS				

Executed By: _____ (Signature) _____ (Printed Name) Date: _____
Notary: _____ My Commission Expires: _____

Return Completed Form to:
Contract Compliance Division, DeKalb County Purchasing and Contracting
1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030
404-371-4795(phone) 404-371-2511 (fax)

CERTIFICATE OF CORPORATE BIDDER

I, _____ (*insert name of the Corporate Secretary*), certify that I am Secretary of the corporation named as Bidder herein, same being organized and incorporated to do business under the laws of the State of ____; that _____ (*insert name of individual signing the Bid*) who executed this Bid on behalf of the Bidder was, then and there, _____ (*insert title of individuals signing the Bid*) and that said Bid was duly signed by said officer for and on behalf of said corporation, pursuant to the authority of its governing body and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all outstanding stock of said corporation as of this date are as follows:

This _____ day of _____, 20____.

By: _____ (Corporate Seal)
Secretary

CERTIFICATE OF AUTHORITY – JOINT VENTURE
(Separate Certificate to be submitted by each joint venture partner)

I, _____, ⁽¹⁾ certify that:

1. I am the _____ ⁽²⁾ of _____, ⁽³⁾ (hereinafter “Venturer”);
2. Venturer is a partner and participant in the joint venture having submitted the Invitation to Bid or Request for Proposal No. _____ for *Decatur Library Parking Deck Improvements*;
3. Venturer is organized and incorporated to do business under the laws of the State of _____; and
4. Said Invitation to Bid 15-100526 was duly signed by said officer for and on behalf of said Venturer and the Contractor pursuant to the authority of the governing body of each and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of this date are as follows:

This _____ day of _____, 20____.

By: _____
Signature of Person Executing Certification

INSTRUCTIONS FOR COMPLETION OF THIS CERTIFICATE:

1. Name of secretary (if Venturer is a corporation), or Manager or CEO (if Venturer is a LLP) of Venturer.
2. Title of person executing Certification.
3. Name of joint venture partner.

COPY THIS FORM AND SUBMIT SEPARATE CERTIFICATES FOR EACH JOINT VENTURE PARTNER WITH THE BID OR PROPOSAL.

BIDDER'S AFFIDAVIT OF COMPLIANCE WITH O.C.G.A. §13-10-91

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the Bidder submitting a Bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program, commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, as amended. The undersigned further verifies that it will continue to use the federal work authorization program for the Contract Term, and it will only contract with Subcontractors who have registered for the federal work authorization program. The undersigned hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Decatur Library Parking Deck Improvements
Name of Project

DeKalb County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 20__ in _____(city), _____(state).

By:_____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
____ day of _____, 20__.

NOTARY PUBLIC
My Commission Expires:

CONTRACTOR'S REFERENCE AND RELEASE FORM

List at least three (3) references. Provide the information requested in the form below for the contact person who will verify the contractor's experience and ability to perform the type of services listed in the solicitation.

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this ITB.

Signed _____ Title _____
(Authorized Signature)

Company Name _____

PREFERRED EMPLOYEE TRACKING FORM

Name of Responder:

Address:

Email: _____

Phone Number:

Fax Number:

Do you anticipate hiring from the Workforce Development Preferred Employee Candidate Registry: Yes or No (*Circle which applies.*)

If so, approximate number of employees you anticipate hiring: _____

[illegible]

SUBCONTRACTOR INFORMATION FORM

The Bidder shall identify all proposed subcontractors who will be performing work under the proposed Contract. The Bidder certifies that the following individuals, firms or businesses will be hired or awarded subcontracts for the indicated portions of the Work in the event that the Bidder is awarded the Contract.

Please list all proposed Subcontractors below:

1. TYPE OF WORK:

Name

_____, _____, _____, _____
Street Address City State Zip

2. TYPE OF WORK:

Name

_____, _____, _____, _____
Street Address City State Zip

3. TYPE OF WORK:

Name

_____, _____, _____, _____
Street Address City State Zip

4. TYPE OF WORK:

Name

_____, _____, _____, _____
Street Address City State Zip

(Make copies as necessary.)

SUBCONTRACTOR REFERENCE AND RELEASE FORM

List at least three (3) references. Provide the information requested in the form below for the contact person who will verify the subcontractor's experience and ability to perform the type of services listed in the solicitation.

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this ITB.

Signed _____ Title _____
(Authorized Signature)

Company Name _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

(hereinafter called the Principal) and _____

(hereinafter called the Surety), a corporation chartered and existing under the laws of the State of _____ with its principal offices in the City of _____ and listed in the Federal Register and licensed to write surety bonds in the State of Georgia, are held and firmly bound unto DeKalb County, Georgia, in the full and just sum of _____ Dollars (\$_____) good and lawful money of the United States of America, to be paid upon demand of DeKalb County, Georgia, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to DeKalb County, Georgia, a Bid for ITB No. 15-100587 for Design and Construction of Salt and Sand Barn for Seminole Road Landfill.

WHEREAS, the Principal desires to file this Bond in accordance with law to accompany this Bid.

NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted within ninety (90) days of the Bid opening, the Principal shall execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth therein, and in the form and manner required by DeKalb County, Georgia, and within ten (10) days from the date of Notice of Award of the Contract, execute a sufficient and satisfactory Performance Bond and Payment Bond payable to DeKalb County, Georgia, each in an amount of one hundred percent (100%) of the total Contract Price, in form and with security satisfactory to DeKalb County and furnish satisfactory proof of the insurance required, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to

comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid DeKalb County, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20____.

PRINCIPAL

By: _____(SEAL)
Signature of Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

By: _____(SEAL)
Signature of Surety (by Power of Attorney)

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

STATE OF GEORGIA
COUNTY OF DEKALB

CONTRACTOR AFFIDAVIT AND
OATH OF SUCCESSFUL BIDDER

Personally appeared before me, the undersigned officer, duly authorized to administer oaths, _____, (*insert name*), who, after being duly sworn, deposes as follows:

I, _____, (*insert name*), am a competent adult, and I have personal knowledge of the facts set forth in this Affidavit and Oath which I make for any lawful use or purpose.

I, _____ (*insert name*) swear or affirm that I have not prevented or attempted to prevent competition in bidding or submitting a proposal for this Project by any means whatsoever. I swear or affirm that I have not prevented or endeavored to prevent anyone from making a Bid for this Project by any means whatsoever, I swear I have not caused or induced any other person to withdraw a Bid for this Project. I swear or affirm that I have not violated O.C.G.A. §36-91-21(d) in any way, directly or indirectly.

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on _____, 20__ in _____ (*city*), _____ (*state*).

By: _____
Signature

Print Name of Affiant

Print Title of Affiant

Subscribed and Sworn before me on this the _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires:

Standard Form Contract for Design and
Construction
Exhibit 1

**DEKALB COUNTY
STANDARD FORM
NUMBER 7**



**CONTRACT
FOR
DESIGN and CONSTRUCTION OF SALT and SAND BARN
FOR SEMINOLE ROAD LANDFILL**

**BETWEEN
DEKALB COUNTY, GEORGIA
AND**

INVITATION NO. 15-100587

**DESIGN and CONSTRUCTION OF SALT and SAND BARN
FOR SEMINOLE ROAD LANDFILL**

**DEKALB COUNTY, GEORGIA
1300 Commerce Drive
Decatur, Georgia 30030**

Vendor Name and Information

STATE OF GEORGIA

COUNTY OF DEKALB

DESIGN AND CONSTRUCTION AGREEMENT BETWEEN OWNER AND DESIGN/BUILDER

This **DESIGN AND CONSTRUCTION AGREEMENT** (the “Agreement” or “Contract”) is, under seal, by and between DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia, (hereinafter referred to as the “Owner” or “County”) and _____, a _____ of the State of _____, with offices in _____ County, _____ (hereinafter referred to as the “Design/Builder” or “Contractor”). This Agreement is for the design and construction of a project identified as: _____ (the “Project”).

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Owner and Design/Builder agree as follows:

ARTICLE 1 THE CONTRACT AND THE CONTRACT DOCUMENTS

(A) The Contract: The Contract between Design/Builder and Owner, of which this Agreement is a part, consists of the Contract Documents. The Contract shall be effective on the date this Agreement is effective.

(B) The Contract Documents: The Contract Documents consist of this Agreement, the Design Scope Specification, all Design Documents hereafter prepared by Design/Builder and approved by Owner in accordance with this Agreement, Change Orders and Field Orders issued hereafter, any other written amendments executed by Owner and Design/Builder, as well as the following (if any): _____ all of which are hereby incorporated herein by reference and made a part hereof.

(C) Enumerated Documents Form Entire Contract: Documents not specifically enumerated in Paragraph 1(B) of this Agreement are not Contract Documents.

(D) Complete Agreement: The Contract, together with Design/Builder’s and Surety’s performance and payment bonds for the Project, if any, constitute the entire and exclusive agreements between Owner and Design/Builder with reference to the Project. The Contract supersedes any and all prior documents, discussions, communications, representations, understandings, negotiations or agreements by and between the parties.

(E) Contract Interpreted As A Whole: The Contract is intended to be an integral whole and shall be interpreted as internally consistent. Work required by any page, part, or portion of the Contract shall be required.

(F) Provision Of All Things Required: Anything that may be required, implied or inferred by the Contract Documents which make up this Contract, or any one or more of them, shall be provided by Design/Builder for the Contract Price.

(G) Privity Only With Design/Builder: Nothing contained in the Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between Owner and any person except Design/Builder.

(H) Agreed Interpretation Of Contract Terms: When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage. Headings are used herein solely for convenience.

(I) Term "Include" Intended To Be Encompassing: "Include", "includes", or "including", as used in the Contract, shall be deemed in all cases to be followed by the phrase, "without limitation".

(J) Use Of Singular And Plural: Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

(K) Definition Of Material Breaches Not Exhaustive: The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of the Contract shall not imply that any other, nonspecified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Contract.

(L) Order Of Precedence: In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents which make up this Contract, the following shall control:

(1) As between figures given on plans and scaled measurements, the figures shall govern;

(2) As between large scale plans and small scale plans, the large scale plans shall govern;

(3) As between plans and specifications, the requirements of the specifications shall govern;

(1) As between this document and the plans or specifications, this document shall govern.

ARTICLE 2

DESIGN/BUILDER'S REPRESENTATIONS

(A) Specific Representations: In order to induce Owner to execute this Agreement and recognizing that Owner is relying thereon, Design/Builder, by executing this Agreement, and without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in this Agreement or the Contract, or implied by operation of law, makes the following express representations to Owner:

- (1) Design/Builder is professionally and fully qualified to act as the design professional and the general contractor for the Project and is, and will remain, licensed to practice engineering and architecture and general contracting by all public entities having jurisdiction over Design/Builder or the Project;
- (2) Design/Builder will maintain all necessary licenses, permits or other authorization necessary to act as Design/Builder for the Project until Design/Builder's duties hereunder have been fully satisfied;
- (3) Design/Builder has the expertise, experience, and knowledge as well as the necessary plant, personnel and financial capability to perform the Design Services and the Work in accordance with the terms of the Contract;
- (4) Prior to the execution of this Agreement, Design/Builder has visited and inspected the Project site and the local conditions under which the Project is to be designed, constructed and operated, and Design/Builder has performed such tests, if any, as are necessary to determine the conditions under which the Work will be performed, and Design/Builder accepts the conditions of the Work site and has taken those conditions into account in entering into the Contract;
- (5) Design/Builder assumes full responsibility to Owner for the improper acts and omissions of its Subcontractors or others employed or retained by Design/Builder in connection with the Project.

ARTICLE 3

REGULATORY GUIDELINES, REQUIREMENTS AND STANDARDS

(A) Generally: Design/Builder shall perform all Design Services described in, contemplated by, inferable from, or necessary or desirable to achieve the objectives stated in the Design Scope Specification and the Contract, including all Design Services necessary for the Project to be properly constructed by Design/Builder and used, operated and maintained by Owner in accordance with all applicable guidelines, requirements and standards. "Design Services" means any and all architectural, engineering and design services required to be performed by Design/Builder pursuant to the Contract and all labor, materials, supervision, equipment, computers, documents, and all other things necessary for the performance of such services. "Design Scope Specification" means the document prepared by Owner dated _____, which specifies the general scope of the Design Services to be performed by Design/Builder under the Contract. A copy of the Design Scope

Specification is attached hereto as Exhibit “_____” and is incorporated herein by reference. The Design Services shall be performed within the time provided by the Design Schedule for the performance of Design/Builder's Design Services as provided in Paragraph 3(J) of this Agreement.

(B) Owner's Review Of Design Services: Subject to Paragraph 13(G) of this Agreement, Design/Builder shall submit all documents produced as part of the Design Services to Owner's Representative for review and approval in accordance with the terms of the Contract. However, any such review or approval by Owner or Owner's Representative shall not relieve Design/Builder of or otherwise diminish its obligations under the Contract. Owner may direct Design/Builder to make changes to any such documents in order to conform such documents to Owner's objectives. Any such changes by Design/Builder ordered by Owner shall not relieve Design/Builder of its obligations hereunder unless, and only to the extent that, Design/Builder notifies Owner in writing within seven (7) days of receipt of Owner's directive to make such changes of any adverse impact on schedules, budgets, operational costs, operational performance, satisfaction of regulatory requirements, or other adverse impact that may result from such changes. Failure of Design/Builder to submit its notice within said seven (7) day period shall constitute a waiver by Design/Builder of any claim for an adjustment to the Design Schedule or the Contract Time.

(C) Preparation Of Site Information: Design/Builder shall prepare, as necessary, surveys and topographic information including aerial photographs needed to establish line and grade of sewers, location of property lines and easements. Sewer easements, both construction and permanent, shall be referenced to property lines by field surveys, and plans shall include the location of any improvement as it relates to property lines.

(D) Retention Of Geotechnical Consultants: In preparing the Design Documents, Design/Builder shall retain an experienced, qualified geotechnical consultant to evaluate all geotechnical considerations relating to the design and construction of the Project. Design/Builder shall be responsible for designing the Project in accordance with the analysis and recommendations of its geotechnical consultant.

(E) Quality Of Design Services: Design/Builder shall be responsible for the professional quality, completeness, accuracy, and coordination of Design Documents. Design/Builder shall provide Design Services that will result in an operationally cost-efficient and economical facility that meets all environmental and regulatory requirements as of the date hereof, and uses the most appropriate available technology. Design/Builder shall provide for all testing and inspections required by sound professional architectural and engineering practices and by governmental authorities having jurisdiction over the Project.

(F) Compliance With Laws And Regulatory Requirements: In providing Design Services, Design/Builder shall comply with the lawful requirements of all federal, state, and local authorities having lawful jurisdiction over the Project. Design/Builder shall design the Project to meet all applicable requirements of building control laws and regulations in relation to the design, construction, occupation, and operation of the Project, including, without limitation, environmental standards, fire and safety regulations, and requirements and compliance with all other applicable standards and codes.

(G) Laws and Regulations: The Design/Builder's attention is directed to the fact that all applicable Federal, State, and County laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract Documents the same as though herein written out in full. The Design/Builder shall keep himself fully informed of all laws, ordinances, and regulations of the Federal, State, and County in any manner affecting those engaged or employed in the Work or the materials used in the Work or in any way affecting the conduct of the Work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in this Contract, or in the Drawings or Specifications herein referred to, in relation to any such law, regulation, ordinance, order, or decree, he shall herewith report the same, in writing, to the Owner. He shall at all times himself observe and comply with all such laws, ordinances, and regulations, and shall protect and indemnify the County and its agents against any such law, ordinance, regulation, order, or decree, whether by himself or by his employees.

(H) Applicable Requirements: The work shall comply with the Contract Documents and with all applicable codes, laws, and regulations of the County, State, or Federal agencies which may have cognizance of any part of the Work. In the event of any conflict between the terms of this Contract and such codes, laws, and regulations, the codes, laws, and/or regulations shall prevail. If the Design/Builder performs any work knowing it to be contrary to such codes, laws, or regulations, and without such notice to the County, he shall assume full responsibility therefor and shall bear any and all costs necessary to correct the Work.

(I) Duty To Correct Errors: Design/Builder shall, without additional compensation, immediately correct any errors, omissions or deficiencies in its Design Services and Design Documents.

(J) Schedule Of Design Services: Design/Builder shall submit for Owner's approval the Design Schedule for the performance of Design/Builder's Design Services which shall include allowance for reasonable time required for Owner's review of submissions and for approvals of authorities having jurisdiction over the Project. The Design Schedule, when approved by Owner, shall not, except for good cause, be exceeded by Design/Builder. Should Design/Builder at any time during the course of performing the Contract, have any reason to believe that it will be unable to meet any completion date in accordance with the Design Schedule, it shall immediately notify Owner's Representative in writing. In such notice, Design/Builder shall state the reason for the delay including the party responsible, if any, and the steps being taken to remedy or minimize the impact of the delay. Failure of Design/Builder to submit such notice shall constitute a waiver by Design/Builder of any claim for an adjustment to the Contract Price, the Design Schedule, or the Contract Time. All extensions of time shall be governed by Articles 16 and 17 of this Agreement. Subject to the provisions of Paragraph 13(G) of this Agreement, Owner shall review and approve, where appropriate, the Design Schedule, or any portion thereof.

ARTICLE 4
PRELIMINARY CONSULTATION AND PROJECT ANALYSIS

(A) Determining The Project Objectives: Prior to the preparation of the Preliminary Design as required by Article 5 below, Design/Builder shall first consult in detail with Owner, and shall carefully analyze any information furnished by Owner concerning requirements of the Project including, but not limited to, any design, construction, scheduling, budgetary or operational requirements, limitations, and objectives, as well as the Design Scope Specification.

(B) Report On Project Requirements And Objectives: Based on its study and analysis, and no later than ten (10) days after the effective date of the Contract, Design/Builder shall prepare and submit to Owner a written report detailing Design/Builder's understanding and analysis of the Project requirements and identifying any design, construction, scheduling, budgetary, operational, or other problems which may result from said requirements. The written report of Design/Builder shall also include proposed solutions, including design alternatives if appropriate, addressing each of the identified problems. Design/Builder shall review such report with Owner and shall implement such changes as Owner may require as provided in Paragraph 3(B) of this Agreement.

ARTICLE 5
PRELIMINARY DESIGN

(A) Time For Preliminary Design: Not later than _____ (_____) days after reviewing with Owner the written report required by Paragraph 4(B) above (if the foregoing blank not filled in, then within a reasonable time so as not to delay Substantial Completion), Design/Builder shall prepare and submit to Owner a Preliminary Design for the Project.

(B) Contents Of Preliminary Design: The Preliminary Design shall address all requirements of the Project and shall include, without limitation, the following:

- (1) Preliminary drawings which illustrate each of the basic components of the Project including the size, scale, location, dimensions, and character of each building structure;
- (2) Preliminary drawings which illustrate each exterior view of the Project;
- (3) Preliminary drawings, which illustrate a floor plan for each room, office, and functional area of the Project and the dimensions thereof;
- (4) Preliminary drawings and specifications illustrating and describing the architectural, electrical, mechanical, structural, and manufacturing systems of the Project;
- (5) A written description of the materials and equipment to be incorporated into the Project and the location of same;

(6) Any other documents or things required to illustrate, describe or depict the Preliminary Design and the conformity of same with the requirements of the Design Scope Specification and the Contract.

(C) To Be Reviewed With Owner: Design/Builder shall review with Owner the Preliminary Design and shall incorporate any changes ordered by Owner with respect to said Preliminary Design or with respect to the requirements of the Project.

(D) Authorization To Proceed With Detailed Design: After review of the Preliminary Design and incorporation of any changes ordered by Owner, Owner shall authorize Design/Builder in writing to commence preparing the Detailed Design, or such part thereof as directed by Owner.

ARTICLE 6 DETAILED DESIGN

(A) Time For Preparation: Not later than _____ (_____) days after Owner has authorized Design/Builder to commence with the Detailed Design as provided in Paragraph 5(D) hereinabove, Design/Builder shall prepare and submit to Owner the complete Detailed Design.

(B) The Detailed Design: The Detailed Design shall include all Design Documents which shall describe with specificity all elements, details, components, materials, and other information necessary for the complete construction of the Project and the rendering of the Project fully operational for its intended purposes, including satisfaction of all testing, permitting, qualifications, certifications, validations, and obtaining regulatory approvals by all applicable regulatory authorities required to render the Project and all its components operational and functionally and legally usable for their intended purpose. Subject to the provisions of Paragraph 13(G) of this Agreement, Owner shall review and approve, where appropriate, the Design Documents, or any portion thereof.

(C) Design Documents: Design Documents means all the design documents provided by Design/Builder and approved by Owner pursuant to the Contract including, without limitation, those for use in constructing the Project, performing the Work, and the rendering of the Project fully operational, and shall include, without limitation, detailed plans, drawings, specifications, manuals, and related materials prepared by or on behalf of Design/Builder.

ARTICLE 7 CONSTRUCTION SERVICES

(A) General Intent: Design/Builder shall perform all Work necessary to construct the Project in accordance with the Contract and to render the Project and all its components operational and functionally and legally usable for their intended purpose.

(B) Work Defined: The term "Work" shall mean whatever is done by or required of Design/Builder to perform and complete its duties relating to the construction of the Project under the Contract, including, without limitation, the following:

- (1) Construction of the whole and all parts of the Project in full and strict conformity with the Contract;
- (2) The provision and furnishing, and prompt payment therefor, of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, other utilities and things required for the construction of the Project;
- (3) The procurement and furnishing of all necessary building permits and other permits required for the construction of the Project;
- (4) The creation and submission to Owner of detailed as-built drawings depicting all as-built construction;
- (5) The furnishing of any required surety bonds and insurance as required by the Contract;
- (6) The furnishing of all equipment and product warranties, manuals, test results and user guides required by the Contract or otherwise reasonably available to Design/Builder;
- (7) The furnishing of all other services and things required or reasonably inferable from the Contract Documents, including the provisions of Article 9 below.

ARTICLE 8

TIME FOR CONSTRUCTION: THE CONTRACT TIME

(A) Notice Of Commencement: After Owner has approved the Design Documents for the Detailed Design, Owner shall issue a notice to commence the Work directing Design/Builder to proceed with the Work on the date indicated in the notice (the "Commencement Date"). The notice to commence Work shall be issued at least ten (10) days prior to the Commencement Date.

(B) Time For Completion: Design/Builder shall commence the Work on the Commencement Date, and the Work shall be carried out regularly and without interruption. Design/Builder shall substantially complete the Work not later than _____ or such other date as may by Change Order be designated (the "Scheduled Completion Date"). The number of calendar days between the effective date of the Contract and the Scheduled Completion Date is the "Contract Time". Design/Builder shall achieve Final Completion of the Work no later than thirty (30) calendar days after achieving Substantial Completion.

(C) Liquidated Damages For Delay In Substantial Completion: Design/Builder shall pay Owner the sum of Five Hundred Dollars (\$500.00) per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the Scheduled Completion Date. Any sums due and payable hereunder by Design/Builder shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Agreement. Such liquidated damages shall apply regardless of whether Design/Builder has been terminated by Owner prior to Substantial Completion so long as Design/Builder's

actions or inactions contributed to the delay. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Design/Builder's performance hereunder for matters other than delays in Substantial Completion. When Owner reasonably believes that Substantial Completion will be unexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due to Design/Builder an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Design/Builder overcomes the delay in achieving Substantial Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to Design/Builder those funds withheld, but no longer applicable as liquidated damages.

(D) Liquidated Damages For Delay In Final Completion: If Design/Builder fails to achieve Final Completion within thirty (30) days of the date of Substantial Completion, Design/Builder shall pay Owner the sum of Five Hundred Dollars (\$500.00) per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sums due and payable hereunder by Design/Builder shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Agreement. Such liquidated damages shall apply regardless of whether Design/Builder has been terminated by Owner prior to Final Completion so long as Design/Builder's actions or inactions contributed to the delay. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Design/Builder's performance hereunder for matters other than delays in Final Completion. When Owner reasonably believes that Final Completion will be unexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due to Design/Builder an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Design/Builder overcomes the delay in achieving Final Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to Design/Builder those funds withheld, but no longer applicable as liquidated damages.

(E) Time Is Of The Essence: All limitations of time set forth herein are material and time is of the essence of the Contract.

Time for Completion and Liquidated Damages:

(1) It is hereby understood and mutually agreed, by and between the Design/Builder and the County, that the date of beginning, rate of progress, and the time for completion of the Work are essential conditions of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.

(2) The Design/Builder agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Design/Builder and the County, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climate range and usual industrial conditions prevailing in this locality.

(3) If the said Design/Builder shall neglect, fail or refuse to complete the Work within the time herein specified, then the Design/Builder does hereby agree, as a part consideration for the awarding of this Contract, to pay to the County, the amount specified herein, not as a penalty, but as liquidated damages.

(4) It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of this Contract. Provided, that the Design/Builder shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Design/Builder, including but not restricted to, acts of God, or to the public enemy, acts of the County, acts of another contractor in the performance of the contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather exceeding the average climatic conditions in the area of the Work.

(5) Provided further, that the Design/Builder shall within seven (7) days from the beginning of such delay, notify the County, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Design/Builder within a reasonable time of its decision in the matter.

(6) Where the County has beneficial occupancy of a usable facility prior to the expiration of the specified Contract Time, but where contract work items remain outstanding, the County, at its option, may, in lieu of all or a portion of liquidated damages owed by the Design/Builder, charge the Design/Builder for actual cost of administering the Contract for the period subsequent to expiration of the Contract completion date.

ARTICLE 9

ADDITIONAL DUTIES AND RESPONSIBILITIES OF DESIGN/BUILDER

(A) Examination of Work by Design/Builder: It is understood and agreed that the Design/Builder has, by careful examination, satisfied himself as to the nature and location of the Work, the conformation of the ground, the character, quality, and quantity of the facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work or the cost thereof under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained.

(B) Materials, Services, and Facilities:

(1) The Design/Builder shall at all times employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time specified. Failure of the Design/Builder to provide adequate labor and equipment may result in default of the Contract. The labor and equipment to be used in the Work by the Design/Builder shall be sufficient to meet the requirements of the Work and shall be

such as to produce a satisfactory quality of work, in accordance with accepted industry practices within the time specified in the Contract.

(2) Materials and equipment shall be so stored and handled as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. No product which has in any way become unfit for the intended purpose shall be incorporated into the Work.

(3) Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, cleaned, and conditioned as directed by the manufacturer.

(4) Materials, supplies, and equipment to be incorporated into the Work shall be new and unused unless otherwise specifically stated in the Contract Documents. The source of supply for all such products shall be submitted to the Owner, together with detailed descriptions thereof in the form of samples, Shop Drawings, tests, or other means necessary to adequately describe the items proposed. If, after trial, it is found that sources of supply, even though previously approved by the Owner, have not furnished products meeting the intent of the Contract Documents, the Design/Builder shall thereafter furnish products from other approved sources, and shall remove completed Work incorporating products which do not meet Contract requirements.

(C) Design/Builder To Perform All Work Required By The Contract: The intent of the Contract is to require complete, correct and timely execution of the design and the Work. Any and all Work that may be required, reasonably implied or reasonably inferred by the Contract, or any part of it, as necessary to produce the intended result shall be provided by Design/Builder in accordance with Article 10 of this Agreement for the Contract Price.

(D) Design/Builder's Obligations: The Design/Builder shall, in good workmanlike manner, do and perform, all work and furnish all supplies and materials, machinery, equipment, facilities, and means, except as herein otherwise expressly specified, necessary, or proper to perform and complete all the Work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said Specifications and in accordance with the Drawings of the Work covered by this Contract and any and all supplemental drawings of the Work covered by this Contract. He shall furnish, erect, maintain, and remove such construction, plants, and such temporary works as may be required. He alone shall be responsible for the safety, efficiency, and adequacy of his plants, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation. The Design/Builder shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the Contract and Specifications, local ordinances, and State and Federal laws; and shall do, carry on, and complete the entire Work.

(E) Strict Compliance With The Contract Documents: All Work performed by Design/Builder shall be in strict compliance with the Contract. "Substantial Compliance" is not strict compliance. Any Work not in strict compliance with the Contract is defective.

(F) Supervision Of The Work: The Work shall be strictly supervised and directed using Design/Builder's best and highest skill and effort, Design/Builder bearing full responsibility for any and all acts or omissions of those engaged in the Work on behalf of Design/Builder.

(G) Warranty Of Workmanship And Materials: Design/Builder warrants and guarantees to Owner that all labor furnished to progress the Work under the Contract will be competent to perform the tasks undertaken and is the best quality obtainable, that the product of such labor will yield only first-class results in strict compliance with the Contract, that materials and equipment furnished will be of high quality and new unless otherwise permitted by the Contract, and that the Work will be of high quality, free from faults and defects and in strict conformance with the Contract. Any and all Work not strictly conforming to these requirements shall be considered defective and shall constitute a breach of Design/Builder's warranty.

(H) Commencement Of Guarantee And Warranty: Special or specific guarantees and warranties which are required by the Contract to run for a fixed period of time shall commence running on the date of Substantial Completion of all Work.

(I) Design/Builder's Schedule Of Construction: Design/Builder, within fifteen (15) days after the Commencement Date, shall submit to Owner, for its information, and comply with, Design/Builder's Schedule of Construction for completing the Work by the Scheduled Completion Date. The Schedule of Construction shall reflect the performance of all Work on week days and non-holidays. The Schedule of Construction shall be a detailed critical path (CPM) schedule in a form acceptable to Owner. The Schedule of Construction shall be revised at least monthly and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to Owner. Strict compliance with the requirements of this Paragraph shall be a condition precedent for payment to Design/Builder, and failure to strictly comply with said requirements shall constitute a material breach of the Contract.

(J) Record Copy Of Contract Documents: Design/Builder shall continuously maintain at the site, for the benefit of Owner, an updated copy of the Contract, including one record copy of the Contract Documents marked to record on a current basis changes, selections and modifications made during construction. Additionally, Design/Builder shall maintain at the site, for the benefit of Owner, a copy of all Shop Drawings, Product Data, Samples, and other Submittals. Upon Final Completion of the Work, and/or upon Owner's request, all of the documents described in this Paragraph shall be finally updated and delivered to Owner and shall become the property of Owner.

(K) Review And Approval Of Submittals: Design/Builder shall review, study, and approve, or take other necessary action upon all Shop Drawings, Product Data, Samples, and other Submittals to ensure that the Project will be constructed in a timely fashion in strict compliance with the Contract.

(L) Owner's Option To Review Submittals: Owner shall, in its discretion, have the right to review and approve Submittals, and if Owner so elects, Design/Builder shall not perform any portion of the Work as to which Owner has required Submittal and review until such Submittal has been approved by Owner's Representative. Approval by Owner, however, shall not be evidence that Work installed pursuant thereto conforms with the

requirements of the Contract nor shall such approvals relieve Design/Builder of any of its responsibilities or warranties under the Contract. If Owner elects to review Submittals, Design/Builder shall maintain a Submittal log which shall include, at a minimum, the date of each Submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. Design/Builder shall have the duty to carefully review, inspect and examine any and all Submittals before submission of same to Owner. Shop Drawings and other Submittals from Design/Builder do not constitute a part of the Contract.

(M) Procurement And Review Of Warranties: Design/Builder shall procure from all Subcontractors and Suppliers and shall transmit to Owner, all warranties required by the Contract. Design/Builder shall review all such warranties and shall certify to Owner that the warranties are in strict compliance with the requirements of the Contract.

(N) Procurement Of Operations And Maintenance Documentation: Design/Builder shall prepare or procure and shall transmit to Owner all documentation required by the Contract regarding the operation and recommended maintenance programs relating to the various elements of the Work.

(O) As-Built Drawings: Design/Builder shall prepare and provide to Owner a complete set of all as-built drawings which shall be complete and, except as specifically noted, shall reflect performance of the Work in strict compliance with the requirements of the Contract. The Design/Builder shall, upon completion of the Work, furnish a marked set of Drawings showing the field changes, as actually installed and as specified under sections of the Specifications, and deliver them to the Owner.

(P) Compliance With Labor Laws: Design/Builder shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the Work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws.

(Q) Inspection and Testing of Materials: Unless otherwise specifically provided for, the inspection and testing of materials and finished articles to be incorporated in the Work at the site shall be made by bureaus, laboratories, or agencies approved by the Owner. The cost of such inspection and testing shall be paid by the Design/Builder. The Design/Builder shall furnish evidence satisfactory to the Owner that the material and finished articles have passed the required tests prior to the incorporation of such materials and finished articles in the Work.

(R) Inspection of Work:

(1) The Design/Builder shall, at all times, permit and facilitate inspection of the Work by authorized representatives of the Owner and public authorities having jurisdiction in connection with the Work of this Contract. The presence or observations of the Owner or its representative at the site of the Work shall not be construed to, in any manner, relieve the Design/Builder of this responsibility for strict compliance with the provisions of the Contract Documents.

(2) If the specifications, County's instructions, laws, ordinances, or a public authority require any work to be specially tested or approved, the Design/Builder shall give the Owner timely notice of its readiness for observation or inspection. If the inspection is by another authority, then the Owner shall be advised of the date fixed for such inspection. Required certificates of inspection shall be secured by the Design/Builder. Design/Builder having secured all certificates of inspection will deliver same to the Owner upon completion. If any work should be covered up without approval or consent of the Owner, it shall, if required by the Owner, be uncovered for examination at the Design/Builder's expense.

(3) Should any disagreement or difference arise as to the estimate, quantities, or classifications or as to the meaning of the Drawings or Specifications, or any point concerning the character, acceptability, and nature of the several kinds of work, any materials and construction thereof, the decisions of the Owner shall be final and conclusive and binding upon all parties to the Contract.

(S) Owner's Regulations And Applicable Laws: Design/Builder shall, during the course of the Work, comply with any regulations or guidelines prescribed by Owner. Design/Builder warrants that it will comply with all public laws, ordinances, rules and regulations applicable to the services to be performed under the Contract, including without limitation, those relating to the terms and conditions of the employment of any person by Design/Builder in connection with the Work to be performed under the Contract.

(T) Compliance With Construction Regulations: Design/Builder shall perform the Work in accordance with all construction codes, laws, ordinances or regulations applicable to the design and execution of the Work. Any fine or penalty which may be imposed as consequence of any violation of this provision shall be paid by Design/Builder, and Design/Builder shall indemnify and hold Owner harmless from all loss, damages, and expense, including attorney's fees, resulting from any such violation or alleged violation.

(U) Permits, Licenses And Notices: All construction and building permits, licenses and authorizations necessary for the construction of the Project shall be secured and paid for by Design/Builder. Design/Builder shall notify Owner's Representative when it has received said permits, licenses and authorizations and upon receipt shall supply Owner with copies of same. The originals of said permits, licenses and authorizations shall be delivered to Owner upon completion of the Work, and receipt of such documents by Owner shall be a condition precedent to final payment. Design/Builder shall also give and maintain any and all notices required by applicable laws pertaining to the construction of the Work. The County will not charge the Design/Builder for permits and inspections obtained from the County.

(V) Conditions To Site Access: While on Owner's property, all Design/Builder's employees and Subcontractors shall confine themselves to areas designated by Owner's Representative and will be subject to Owner's badge and pass requirements, if any, in effect at the site of the Work.

(W) Protection of Work, Property, and Persons

(1) The Design/Builder will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, lakes, drainage ways, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

(2) The Design/Builder will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the Work, all necessary warning safeguards for devices and safety and protection of the Work, the public, and adjoining property. He will notify owners of adjacent utilities when prosecution of the Work may affect them. The Design/Builder will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Design/Builder, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

(3) The Design/Builder shall, prior to commencing other on-site work, accurately locate utilities within the structure and above and below ground utilities and structures which may be affected by the Work, using whatever means may be appropriate. The Design/Builder shall mark the location of existing utilities and structures, not otherwise readily visible, with flagging, stakes, barricades, or other suitable means, and shall preserve and protect all utilities and structures not designated for removal, relocation, or replacement in the course of construction. He shall notify the Owner promptly on discovery of any conflict between the Contract Documents and any existing facility.

(4) In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, or unanticipated conditions where delay would substantially impact the time or cost of work, the Design/Builder, upon notification to the Owner, shall act to prevent threatened damage, injury, or loss. Any claim for compensation or extension of time by the Design/Builder due to such extra work shall be submitted to the Owner within ten (10) days of the date of performing such work or deviations in the manner prescribed for a Change Order.

(5) All existing utilities, both public and private, including sewer, gas, water, electrical, and telephone services, etc., shall be protected and their operation shall be maintained through the course of the Work. Any temporary shutdown of an existing service shall be arranged between the Design/Builder and the responsible agency. The Design/Builder shall assume full responsibility and hold the County harmless from the result of any damage that may occur as a result of the Design/Builder's activities.

(X) Repair Of Collateral Damages: Unless otherwise instructed by Owner, Design/Builder shall repair and return to original condition all buildings, streets, curbs,

sidewalks, utilities or other facilities affected by Design/Builder's performance of the Work.

(Y) Cleaning Up: The Design/Builder shall at all times keep the premises free from accumulation of waste materials or rubbish caused by Design/Builder's employees or work. Upon completion of the Work, the Design/Builder shall remove all his plants, tools, materials, and other articles from the property of the County.

(Z) Access to Work: The County shall at all times have access to the Work wherever it is in preparation or progress and the Design/Builder shall provide proper facilities for such access without formality or other procedures.

(AA) Decisions Regarding Aesthetic Effect: Owner's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of the Contract.

(BB) Design/Builder To Remain An Independent Contractor: In the performance of the Contract, Design/Builder's status as an independent contractor shall not be modified or diminished by reason of any instructions issued by Owner or Owner's Representative to Design/Builder or any of Design/Builder's employees, Subcontractors, or representatives.

(CC) Assignments: The Design/Builder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the County.

ARTICLE 10 CONTRACT PRICE

(A) Contract Price: Owner shall pay, and Design/Builder shall accept, as full and complete payment for the Design Services, the performance of all Work required by the Contract, and the performance of all requirements of this Agreement, the Contract Price. The Contract Price shall be a lump sum in the amount of _____.

ARTICLE 11 PAYMENT OF THE CONTRACT PRICE

(A) Payment Procedure: Owner shall pay the Contract Price to Design/Builder in accordance with the procedures set forth in this Article 11.

Partial payments to the Design/Builder shall be made monthly, based on the value of work completed as provided in the Contract Documents, plus the value of materials and equipment suitably stored, insured and protected at the construction site.

Payment to the Design/Builder shall be made within fifteen (15) days of submission by the Design/Builder of a duly certified and approved estimate of work performed during the preceding calendar month, less the amount of retainage. The estimate shall be submitted on or before the fifteenth (15th) day following the month in which the Work was performed. The amount of retainage shall be as follows:

(1) Ten (10%) percent of each progress payment shall be withheld as retainage until the value of fifty (50%) percent of the Contract Price, including change orders and other authorized additions provided in the Contract is due;

(2) When fifty (50%) percent of the contract value, as described above, becomes due and the manner of completion of the contract work and its progress are reasonably satisfactory to the County, the withholding of retainage shall be discontinued.

(3) If after discontinuing the retention, the County determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level.

When the Work is substantially complete (operational or beneficial occupancy) and the County determines the Work to be reasonably acceptable, the Design/Builder shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) days. If there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item, as determined by the County, shall be withheld until such items are completed.

(4) This Contract is governed by O.C.G.A. § 13-10-2, which requires that the Design/Builder, within ten (10) days of receipt of retainage from DeKalb County, pass through payments to Subcontractors and reduce each Subcontractor's retainage accordingly. The Code provision also requires Subcontractors to pass through payments to Lower Tier Subcontractors and reduce each lower tier contractor's retainage. Therefore, DeKalb County, in its discretion, may require the Design/Builder to submit satisfactory evidence that all payrolls, material bills, or other indebtedness connected with the Work have been paid before making any payment. Within sixty (60) days after the Work is fully completed and accepted by the County, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Design/Builder shall have completed all work necessary and reasonably incidental to the Contract, including final cleanup and restoration.

(B) Owner shall be entitled to rely upon the accuracy and completeness of the information furnished by Design/Builder in connection with its request for payment. Owner shall have the right, however, upon demand, to make a detailed examination, audit or inspection of Design/Builder's books and records for the purpose of verifying the accuracy and completeness of such information. In the event Owner determines that Design/Builder has been paid any sums not due Design/Builder, same shall be reimbursed by Design/Builder to Owner within forty-eight (48) hours of demand by Owner.

(C) Notwithstanding any other provision in the Contract Documents, final payment shall not be made to Design/Builder until Design/Builder has fully performed all of its obligations under the Contract and the Design Services and the Work are fully complete.

(D) Owner's Review Of Pay Requests: Owner shall have the right to review all pay requests and the Design Services and the Work at the Project site or elsewhere to determine

whether the quantity and quality of the Work and the Design Services is as represented in the pay request and as required by the Contract.

(E) Conditions Precedent To Payment: In addition to all other conditions precedent contained herein, it shall be a condition precedent to payment of any pay request that Design/Builder have submitted updated schedules for the performance of its Work and Design Services as required by this Agreement and that Design/Builder shall have furnished to Owner properly executed waivers of lien, in a form acceptable to Owner, from all Subcontractors, materialmen, Suppliers or others having lien rights, wherein they shall acknowledge receipt of all sums due pursuant to all prior pay requests and waive and relinquish any liens or lien rights relating thereto.

(F) Title Passes Upon Payment: Design/Builder warrants and represents that upon payment of any pay request submitted by Design/Builder, title to all Work covered by the pay request shall immediately pass to Owner. All equipment, materials, and work covered by progress payments shall, upon payment thereof, become the sole property of the County, but this provision shall not be construed as relieving the Design/Builder from the sole responsibility for the care and protection of materials and work upon which payments have been made, or the restoration of any damaged work.

(G) Payment Not A Waiver Or Acceptance: No payment to Design/Builder, nor any use or occupancy of the Project by Owner, shall be interpreted or construed to constitute acceptance of any Work not in strict compliance with the Contract, and Design/Builder expressly accepts the risk that defective Work may not be detected (1) during any inspection by Owner, (2) prior to making of any payment to Design/Builder, or (3) before Owner's occupancy of the Project.

(H) Withholding Of Payment: Owner shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to Design/Builder in an amount then believed by Owner to be adequate to cover the penalties, damages, and potential losses resulting or likely to result from:

- (1) The quality of a portion, or all, of Design/Builder's Work not being in accordance with the requirements of this Contract;
- (2) The quantity of Design/Builder's Work not being as represented in Design/Builder's pay request, or otherwise;
- (3) Design/Builder's rate of progress being such that, in Owner's opinion, Substantial Completion, Final Completion, or both, may be unexcusably delayed;
- (4) Design/Builder's failure to use Contract funds, previously paid Design/Builder by Owner, to pay Design/Builder's Project-related obligations including, but not limited to, Subcontractors, laborers and material and equipment Suppliers;
- (5) Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;

- (6) Claims made, or likely to be made, against Owner or its property;
- (7) Loss caused by Design/Builder;
- (8) Design/Builder's failure or refusal to perform any of its obligations to Owner.

In the event that Owner makes written demand upon Design/Builder for amounts previously paid by Owner as contemplated in this Paragraph 11(H), Design/Builder shall promptly comply with such demand.

(I) Unexcused Failure To Pay: If Owner, without cause or basis hereunder, fails to pay Design/Builder any amounts due and payable to Design/Builder within thirty (30) days after the date established herein for payment of such amounts, then Design/Builder may suspend its Design Services or, as applicable, the Work until payment is made, provided that Design/Builder first gives ten (10) days' written notice to Owner of its intent. Any payment due hereunder which is not made within thirty (30) days after the date due shall bear interest at the rate of _____ percent (_____%) per annum.

(J) Payments to Design/Builder:

(1) Cost Breakdown - The Design/Builder shall be prepared to submit a cost breakdown immediately after the opening of Bids. Cost breakdown shall be based on values of parts of the Work as divided according to sections of the Specifications, and shall be further subdivided into labor and materials.

ARTICLE 12

SUBSTANTIAL AND FINAL COMPLETION

(A) Substantial Completion: "Substantial Completion" means that stage in the progression of the Work, as approved by Owner in writing, when the Project is sufficiently complete in accordance with the Contract that Owner can enjoy beneficial use or occupancy of the entire Project and can utilize it for all of its intended purposes. A condition precedent to Substantial Completion is the receipt by Owner of all necessary certificates of occupancy or other authorizations for the use and occupancy of the Project required by any governmental or regulatory authority. Owner reserves the right to occupy and use any part, phase or system of the Project when such part, phase or system is substantially completed, but such partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

(B) Determination Of Substantial Completion: When Design/Builder believes that the Work is substantially complete, Design/Builder shall notify Owner in writing and shall submit to Owner a list of items remaining to be completed or corrected. Owner will perform an inspection and if the Work is substantially complete in the opinion of Owner, Owner will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of Owner and Design/Builder for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the date, 30 days hence, within

which Design/Builder shall complete any items of incomplete or defective Work. The Certificate of Substantial Completion shall be submitted to Design/Builder for its written acceptance of the responsibilities assigned to it in such certificate.

(C) Final Completion: "Final Completion" means the completion of all Design Services and all Work required by, and in strict compliance with, the Contract, including Design/Builder's provision to Owner of all documents and things required to be provided by the Contract.

(D) Determination Of Final Completion: When Design/Builder believes that all of the Work is finally complete, and Design/Builder is ready for a final inspection, Design/Builder shall so notify Owner in writing. Owner will then make final inspection of the Work and, if the Work is complete in strict accordance with the Contract, and the Contract has been fully performed, then Owner will issue a Certificate for Final Payment, providing for payment of the remainder of the Contract Price, less any amount withheld pursuant to the Contract.

(E) Conditions Precedent To Final Payment: Prior to being entitled to receive final payment, and as a condition precedent thereto, Design/Builder shall furnish Owner, in the form and manner required by Owner, the following:

- (1) An affidavit that all of Design/Builder's obligations to Subcontractors, laborers, equipment or material Suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;
- (2) If required by Owner, separate releases of lien or lien waivers from each Subcontractor, lower tier subcontractor, laborer, Supplier or other person or entity who has, or might have a claim against Owner or Owner's property;
- (3) If applicable, consent(s) of Surety to final payment;
- (4) A complete set of the as-built drawings and the record set of Contract Documents;
- (5) All product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of a contractor, or expressly required herein, as a part of or prior to Project closeout.

(F) Acceptance Of Final Payment A Waiver: Acceptance by Design/Builder of final payment shall constitute a waiver and release of all claims against Owner by Design/Builder except for those claims previously made in writing against Owner by Design/Builder, pending at the time of final payment and specifically identified on Design/Builder's pay request for final payment as unsettled at the time it submits its pay request.

(G) Final Payment:

- (1) Before final payment to the Design/Builder of the percentage retained by the County, the following requirements shall be complied with:

(a) Final Inspection: Upon notice from the Design/Builder that his work is completed, the Owner shall make a final inspection of the Work, and shall notify the Design/Builder of all instances where his work fails to comply with the Drawings and Specifications, as well as any defects he may discover. The Design/Builder shall immediately make such alterations as are necessary to make the Work comply with the Drawings and Specifications. Failure of the Owner to notify the Design/Builder of any defect or deficiency in the Work and/or failure of the Work to comply with the Drawings and Specifications shall not release or discharge the Design/Builder from any of its duties or obligations under this Agreement.

(b) Final Payment: When the Work under this Contract is completed, a final payment request shall be submitted representing the original Contract Price and Change Orders to the Contract. The final payment shall not be due until the Design/Builder shall have completed all work necessary and reasonably incidental to the Contract, including final clean-up.

(2) Acceptance of the Work and the making of final payment shall not constitute a waiver of any claims by the County. Payments otherwise due the Design/Builder may be withheld by the County because of defective work not remedied and unadjusted damage to others by the Design/Builder or Subcontractors, vendors, or laborers.

(3) Requests for final payment must be submitted within sixty (60) days after the Work has been completed and accepted by the County. All requests for final payment are subject to final approval and audit by the Board of Commissioners of DeKalb County.

ARTICLE 13

OWNER'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

In addition to payment, Owner shall undertake to perform the following:

(A) Provide Project Information: Owner shall provide Design/Builder with information regarding Owner's requirements for the Project including any desired or required design or construction schedule.

(B) Review Of Documents: Owner shall review any documents submitted by Design/Builder requiring Owner's decision, and shall render any required decisions pertaining thereto.

(C) Provide Notice Of Defects: In the event Owner knows of any material fault or defect in the Work, nonconformance with the Contract, or of any errors, omissions or inconsistencies in the Design Documents, then Owner shall give prompt notice thereof to Design/Builder.

(D) Access To The Site And The Work: Owner shall provide Design/Builder access to the site and to the Work, and shall provide Design/Builder with such information, existing

and reasonably available, necessary to Design/Builder's performance of the Contract as Design/Builder may request.

(E) Cooperation To Secure Permits, Licenses, Approvals, And Authorizations: Owner shall cooperate with Design/Builder in securing any necessary licenses, permits, approvals or other necessary authorizations for the design, construction and certification of the Project.

(F) Timely Performance: Owner shall perform the duties set forth in this Article 13 in a reasonably expeditious fashion so as to permit the orderly and timely progress of Design/Builder's Design Services and of the Work.

(G) Owner's Reviews, Inspections, Approvals, And Payments Not A Waiver: Owner's review, inspection, or approval of any Work, Design Documents, Submittals, or pay requests by Design/Builder shall be solely for the purpose of determining whether such Work and such documents are generally consistent with Owner's construction program and requirements. No review, inspection, or approval by Owner of such Work or documents shall relieve Design/Builder of its responsibility for the performance of its obligations under the Contract or the accuracy, adequacy, fitness, suitability, or coordination of its Design Services or the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, Design Documents, or Contract Documents shall not relieve Design/Builder of responsibility for the strict performance of its obligations under the Contract. Payment by Owner pursuant to the Contract shall not constitute a waiver of any of Owner's rights under the Contract or at law, and Design/Builder expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by Owner.

(H) Delay Or Forbearance Not Waiver: Owner's agreement not to exercise, or its delay or failure to exercise, any right under the Contract or to require strict compliance with any obligation of Design/Builder under the Contract shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.

(I) Documents Requested By Design/Builder: Owner shall furnish to Design/Builder, prior to the execution of this Agreement, any and all written and tangible material knowingly in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to Design/Builder only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, Owner does not represent, warrant, or guarantee its accuracy or completeness either in whole or in part, and shall have no liability therefor. If Design/Builder requests in writing, Owner shall also furnish surveys, legal limitations, and utility locations (if known), and a legal description of the Project site.

(J) Approvals And Easements: Owner shall obtain all easements required for construction, and shall pay for necessary assessments and charges required for use and occupancy of the Work. Design/Builder shall render such assistance as Owner may request in obtaining such easements, certificates of occupancy, and the like.

(K) Right To Stop Work: In the event Design/Builder fails or refuses to perform the Work in strict accordance with the Contract, or is otherwise in breach of this Contract in any way, Owner may, at its option, instruct Design/Builder to cease and desist from performing further Work, or any part thereof. Upon receipt of such instruction from Owner in writing, Design/Builder shall immediately cease and desist as instructed by Owner and shall not proceed further until the cause for Owner's instructions has been corrected, no longer exists, or Owner instructs that the Work may resume.

(L) Owner's Right To Perform Work: In the event Owner issues such instructions to stop Work, and in the further event that Design/Builder fails and refuses within seven (7) days of receipt of same to provide adequate assurance to Owner that the cause of such instructions will be eliminated or corrected, then Owner shall have the right to carry out the Work with its own forces, or with the forces of other contractors, and Design/Builder shall be fully responsible for the costs incurred in correcting any defective or deficient Work. The rights set forth in Paragraph 13(K) and this Paragraph 13(L) are in addition to, and without prejudice to, any other rights or remedies Owner may have against Design/Builder, including the rights to terminate or withhold payment as provided herein.

(M) Owner's Representative: "Owner's Representative" means the individual named by Owner, in writing, to act on Owner's behalf in the administration of the Contract.

ARTICLE 14

PROJECT DOCUMENTATION

(A) Maintenance Of Project-Related Records: Design/Builder shall maintain and protect all records relating in any manner whatsoever to the Project (the "Project Records") for no less than four (4) years after Final Completion of the Project, and for any longer period of time as may be required by law or good management practice.

(B) Availability Of Project-Related Records To Owner: All Project Records which are in the possession of Design/Builder or Design/Builders Subcontractors shall be made available to Owner for inspection and copying upon Owner's request at any time. Additionally, such records shall be made available upon request by Owner to any state, federal or other regulatory authorities, and any such authority may review, inspect and copy such records. The Project Records include, without limitation, all drawings, plans, specifications, Submittals, correspondence, logs, minutes, memoranda, photographs, tape or videotape recordings, or other writings or things which document the Project, its design, or its construction. Said records include those documents reflecting the cost of design and construction to Design/Builder.

ARTICLE 15

PERSONNEL, SUBCONTRACTORS AND SUPPLIERS

(A) Subcontractor Defined: A "Subcontractor" means an entity which has a direct contract with Design/Builder to perform a portion of the Work or the Design Services. For purposes of the Contract, Subcontractors shall also include those furnishing specially fabricated equipment and materials for the Project.

The Design/Builder understands and agrees that it shall be a breach of this Contract to subcontract any portion of the Work on this Project unless the Work and the contractor proposed to perform it have been declared in the Proposal to the Contract; or the Design/Builder shall have obtained written approval from the County.

THE DESIGN/BUILDER FURTHER UNDERSTANDS AND AGREES THAT ANY WORK ON THIS PROJECT WHICH THE DESIGN/BUILDER SECURES IN VIOLATION OF THIS PROVISION SHALL BE DEEMED A GRATUITY FROM THE DESIGN/BUILDER FOR WHICH DEKALB COUNTY SHALL NOT BE OBLIGATED TO PAY.

Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the County.

(B) Supplier Defined: A "Supplier" means an entity providing only equipment or materials for the performance of the Work.

(C) Objections To Subcontractors: Design/Builder shall furnish Owner, in writing, the names of persons or entities proposed by Design/Builder to act as Subcontractors on the Project. Design/Builder shall provide such information regarding such proposed Subcontractors as Owner deems necessary. Design/Builder shall not enter into a subcontract with an intended Subcontractor with reference to whom Owner objects. Any consent or failure to reject by Owner shall in no way relieve Design/Builder of any of its duties or warranties under the Contract.

(D) Terms Of Subcontracts: All subcontracts and purchase orders with Subcontractors shall afford Design/Builder rights against the Subcontractor which correspond to those rights afforded to Owner against Design/Builder herein, including those rights of Contract suspension, termination, and stop Work orders as set forth herein. It is expressly agreed that no relationship of agency, employment, contract, obligation or otherwise shall be created between Owner and any Subcontractor of Design/Builder and a provision to this effect shall be inserted into all agreements between Design/Builder and its Subcontractors.

(E) Design/Builder Responsible For Acts Of Its Subcontractors: Should Design/Builder subcontract all or any part of the Work, such subcontracting of the Work shall not relieve Design/Builder from any liability or obligation under the Contract or under any applicable policy, law or regulation, and Design/Builder shall be responsible for all and any acts, defaults, omissions or negligence of its Subcontractors, Suppliers, and consultants.

(F) Removal Of Subcontractors And Personnel: If, at any time during the course of the Project, Owner reasonably determines that the performance of any Subcontractor or any member of Design/Builder's staff working on the Project is unsatisfactory, Owner may require Design/Builder to remove such Subcontractor or staff member from the Project immediately and replace the staff member at no cost or penalty to Owner for delays or inefficiencies the change may cause.

(G) Design/Builder's Personnel:

(1) The Design/Builder will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. An experienced Superintendent and necessary assistants competent to supervise the particular types of work involved shall be assigned to the Project by the Design/Builder, and shall be available at all times when work is in progress. The name of the Superintendent shall be submitted with qualifications of same prior to start of the Work and shall be approved by the Owner prior to start of the Work. The Superintendent so named by the Design/Builder shall be employed by the Design/Builder and shall have served in a supervisory capacity on at least one Project of like description and size performed by the Design/Builder during the previous twelve months. Under no circumstances shall an employee of any Subcontractor serve as Project Superintendent. The Superintendent shall represent the Design/Builder, and all directions given to the Superintendent shall be as binding as if given to the Design/Builder.

(2) Only persons skilled in the type of work which they are to perform shall be employed. The Design/Builder shall, at all times, maintain discipline and good order among his employees, and shall not employ on the Work any unfit person or persons or anyone unskilled in the work assigned him.

ARTICLE 16

CHANGES AND EXTENSIONS OF TIME

(A) Definition of Change Order: "Change Order" shall mean a written order to the Design/Builder authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time, as approved by the Board of Commissioners of DeKalb County, or exempted from Board approval for Contract Price changes up to the amount of five thousand dollars (\$5,000.00), or five percent (5%) of the Contract as originally executed, whichever is less.

Design/Builder acknowledges that Change Orders may require the approval of the DeKalb County, Georgia Board of Commissioners. Design/Builder agrees that Owner may have no less than thirty-one (31) days in which to seek approval by said Board of any proposed or required Change Order. In no event, and under no circumstances, shall Design/Builder make any claim for delay, acceleration, interference, or other claim for damages, cost or expense arising out of, or relating to, the time required to secure the approval or rejection of any Change Order, so long as said approval or rejection is made by the Board within thirty-one (31) days after submission of a proposed Change Order by Design/Builder.

(B) Changes in the Work:

(1) The County may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an adjustment may be authorized by Change Order.

(2) The Owner, also, may at any time, by issuing a Field Order make changes in the details of the Work. The Design/Builder shall proceed with the performance of any changes in the Work so ordered by the Owner unless the Design/Builder believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the Owner written notice thereof within fifteen days after the receipt of the ordered change, and the Design/Builder shall not execute such changes pending the receipt of an executed Change Order or further instruction from the County.

(3) The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below.

(a) Unit prices previously approved.

(b) An agreed lump sum.

(c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the Work. In addition, there shall be added an amount agreed upon but not to exceed fifteen percent of the actual cost of such work to cover the cost of general overhead and profit.

(C) Modification: This Agreement may be modified or amended by the County to reduce the scope of work or project description upon seven (7) days written notice; the written notice shall be sent to the Design/Builder addressed as follows:

All notices sent to the Design/Builder's address shall be binding upon the Design/Builder unless said address is changed by the Design/Builder in writing to the County.

(D) Continuing Duty To Perform Work And Make Payment; In the event the parties are unable to agree on the terms of a Change Order, then Design/Builder shall continue to diligently perform the Design Services and the Work, including any change directed by Owner by Change Order, and shall keep thorough records of the cost of performance of such Change Order.

(E) Changes In Unit Prices: If unit prices are provided in the Contract, and if the quantities contemplated are changed in a proposed Change Order such that an application of the unit prices to the quantities of Work proposed will cause substantial inequity to Owner or to Design/Builder, the applicable unit prices shall be equitably adjusted.

(F) Minor Changes: Owner shall have authority to order minor changes in the Work not involving a change in the Contract Price nor extension of the Contract Time and not inconsistent with the intent of the Contract. Such minor changes shall be made by written Field Order, and Design/Builder shall promptly carry out such written Field Orders.

(G) Effect Of Executed Change Order: The execution of a Change Order by Design/Builder shall constitute conclusive evidence of Design/Builder's agreement to the ordered changes in the Design Services or the Work and the Contract Time, if any, as thus amended.

(H) Consent Of Surety: Design/Builder shall notify and obtain the consent and approval of Design/Builder's surety with reference to all Change Orders if such notice, consent or approval are required by Owner, Design/Builder's surety or by law. Design/Builder's execution of the Change Order shall constitute Design/Builder's warranty to Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

(I) Fiduciary Relationship: Design/Builder recognizes and accepts a fiduciary relationship of trust and confidence hereby established between Design/Builder and Owner and agrees that it shall at all times in good faith use its best efforts to advance Owner's interests and agrees to perform the Design Services and the Work in the best professional manner.

ARTICLE 17

CLAIMS BY DESIGN/BUILDER

(A) Terms And Conditions Of Claims: Claims by Design/Builder against Owner are subject to the terms and conditions of this Article 17, and strict compliance herewith shall be a condition precedent to any liability of Owner therefor.

(B) Notice Of Claim: All Design/Builder claims, disputes and other matters in question against Owner arising out of or related to the Contract or the breach thereof, including without limitation claims in respect of changes in the Contract Price or Contract Time, shall be initiated by a written notice of claim submitted to Owner. Such written notice of claim shall be received by Owner no later than seven (7) days after the event, or the first appearance of the circumstances, causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim including the amount claimed. Design/Builder agrees and acknowledges that its failure to provide written notice of a claim as set forth herein shall constitute a waiver of any claim for additional compensation or time extension related thereto.

(C) Documentation In Support Of Claims: Upon discovering an event or condition forming the basis of a claim for an increase in the Contract Price or an extension of the Contract Time, Design/Builder shall, until the claim is resolved, commence to maintain separate records evidencing all costs and delays incurred in connection with the event or condition forming the basis for the claim.

(D) Formal Written Claim: No later than thirty (30) days after the date of the written notice of claim, Design/Builder shall submit a formal written claim which shall include at least the following information: (1) a concise statement of the occurrence(s) supporting the claim, dispute or other matter, and the relief sought; (2) identification of the facts giving rise to the claim dispute or other matter; (3) the date Design/Builder discovered the occurrence(s); (4) a detailed schedule identifying all costs resulting from the claim, dispute or other matter; (5) documentation supporting the schedule; (6) identification of any impact the claim, dispute or other matter has on the critical path schedule; and (7) all correspondence, internal memoranda, progress notes, and other documentation relating to the events which form the basis of the claim, dispute or other matter. The claim shall be verified as to its truthfulness and accuracy, under oath, by an officer of the Design/Builder. Other information or documents shall be submitted to Owner within ten (10) days after written request by Owner. The failure to provide a claim as set forth herein, or the failure to provide such other documents or information requested by Owner within ten (10) days after the written request shall constitute a waiver of any claim for additional compensation or time extension related thereto.

(E) Continuous Duty To Provide Documentation: Design/Builder shall provide, and continue to provide, to Owner all such documentation, including cost and time records, as and when Owner may request so that Owner may evaluate Design/Builder's claim.

(F) Duty To Continue Performance: Design/Builder and Owner shall continue their performance hereunder regardless of the existence of any claims submitted by Design/Builder.

(G) Claims For Increase In Contract Price: In the event Design/Builder seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of Owner therefor, Design/Builder shall strictly comply with the requirements of Paragraph 17(B) above and such notice shall be given by Design/Builder before proceeding to execute any additional or changed Work. Failure of the condition precedent to occur shall constitute a waiver by Design/Builder of any claim.

(H) Limit Of Owner's Liability For Increased Costs: In connection with any claim by Design/Builder against Owner for compensation in excess of the Contract Price, any liability of Owner (1) shall be strictly limited to the Cost of the Work and Services as defined and allowed in Paragraph 10(A) hereinabove and shall in no event include, indirect, consequential, impact or other costs, expenses or damages of Design/Builder or its Subcontractors. Owner shall not be liable to Design/Builder for claims of third parties, including Subcontractors, for acts, omissions, events, or conditions for which Owner would not be liable to Design/Builder under the terms of the Contract. As a condition precedent to Owner's liability to Design/Builder for any loss or damage resulting from claims of third parties, including Subcontractors, such third parties must have complied with all conditions contained in their agreements with Design/Builder and such claims must have been submitted to Owner by Design/Builder in strict compliance with all the requirements of this Article 17. Owner shall not be liable to Design/Builder for claims of third parties including Subcontractors, unless and until the liability of Design/ Builder therefor has been established in a court of competent jurisdiction.

(I) Claims For Increase In Contract Time: If Design/Builder is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by Owner or someone acting in Owner's behalf, or by changes ordered in the Design Services or the Work, unusually bad weather not reasonably anticipatable, fire or other Acts of God, then the date for achieving Substantial Completion, or, as applicable, Final Completion, shall, subject to the provisions of Paragraph 17(J) below, be appropriately adjusted by Owner upon the written notice and claim of Design/Builder to Owner for such reasonable time as Owner may determine. A task is critical within the meaning of this Paragraph 17(I) if, and only if, said task is on the critical path of the Project schedule so that a delay in performing such task will delay the ultimate completion of the Project. As a condition precedent to any right to an extension of time, Design/Builder shall strictly comply with the requirements of Paragraph 17(B) above and such notice shall be given by Design/Builder before proceeding to execute any additional or changed Design Services or Work. If Design/Builder fails to give such notice, any claim for an extension of time shall be waived. In the event the delay to Design/Builder is a continuing one, only one notice and claim for additional time shall be necessary, provided the continuing nature of the delay is indicated in the notice and claim.

(J) Owner's Right to Order Acceleration And To Deny Claimed And Appropriate Time Extensions, In Whole Or In Part: Design/Builder acknowledges and agrees that Substantial Completion of the Work by or before the Scheduled Completion Date is, or may be, of substantial importance to Owner.

(1) Owner shall accordingly have the right in its sole discretion to order Design/Builder to accelerate its progress in such a manner as to achieve Substantial Completion on or before such date as Owner may reasonably direct and, upon receipt, Design/Builder shall comply with such order.

(2) In the event that Design/Builder is otherwise entitled to an extension of Contract Time and has made claim therefor in accordance with Paragraph 17(I) above, Owner shall have the right in its sole discretion to deny all, or any part, of such extension of Contract Time by written notice to Design/Builder provided within seven (7) days of receipt of Design/Builder's claim. Should Owner deny Design/Builder's claim for an extension of Contract Time under this Subparagraph (2), either in whole or in part, Design/Builder shall proceed to prosecute the Work in such a manner as to achieve Substantial Completion on or before the then existing Scheduled Completion Date.

(K) Claims Resolved By Change Order: The resolution of any claim under this Article 17 shall be reflected by a Change Order executed by Owner and Design/Builder.

ARTICLE 18 UNCOVERING AND CORRECTING WORK

(A) Design/Builder Not To Cover Work Contrary To Requirements: If any of the Work is covered, concealed or obscured contrary to the written request of Owner, or contrary to any provision of the Contract, said Work shall, if required by Owner, be uncovered for inspection and shall be properly replaced at Design/Builder's expense without change in the Contract Time.

(B) Owner's Right To Order Uncovering Of Any Work: If any of the Work is covered, concealed or obscured in a manner not inconsistent with Paragraph 18(A) above, it shall, if required by Owner, be uncovered for inspection. If such Work conforms strictly with the Contract, the cost of uncovering and proper replacement shall be charged to Owner. If such Work does not strictly conform with the Contract, Design/Builder shall pay the cost of uncovering and proper replacement.

(C) Guarantee and Correction of Work: The Design/Builder shall guarantee all work to have been accomplished in conformance with the Contract Documents. Neither the final certificate of payment nor any provision of the Contract Documents, nor partial or entire occupancy or use of the Work by the County, shall constitute an acceptance of any part of the Work not done in accordance with the Contract Documents, or relieve the Design/Builder of liability for incomplete or faulty materials or workmanship. The Design/Builder shall promptly remedy any omission or defect in the Work and pay for any damage to other improvements or facilities resulting from such omission or defect which shall appear within a period of twelve (12) months from the date of final completion, unless a longer period is elsewhere specified. In the event that the Design/Builder should fail to make repairs, adjustments, or other remedy that may be made necessary by such defects, the County may do so and charge the Design/Builder the cost thereby incurred. The Performance Bond shall remain in full force and effect through all warranties contained in the Contract Documents.

(D) Duty To Correct Defective Work Discovered After Completion: In addition to its warranty obligations set forth elsewhere herein, Design/Builder shall be specifically obligated to correct at its cost and expense any and all defective or nonconforming Work for a period of twelve (12) months following Final Completion upon written direction from Owner. This obligation shall survive final payment by Owner and termination of the Contract.

(E) No Period Of Limitation Established: Nothing contained in Paragraphs 18(C) and 18(D) shall establish any period of limitation with respect to other obligations which Design/Builder has under the Contract. Establishment of the twelve (12) month time period in Paragraphs 18(C) or 18(D) above relates only to the duty of Design/Builder to specifically correct the Work.

(F) Owner's Option To Accept Defective Work: Owner may, but shall in no event be required to, choose to accept defective or nonconforming Work. In such event, the Contract Price shall be reduced by the reasonable costs of removing and correcting the defective or nonconforming Work. Owner shall be entitled to such reduction in the Contract Price regardless of whether Owner has, in fact, removed and corrected such defective Work. If the unpaid balance of the Contract Price, if any, is insufficient to compensate Owner for the acceptance of defective or nonconforming Work, Design/Builder shall, upon written demand from Owner, pay Owner such additional compensation for accepting defective or nonconforming Work.

ARTICLE 19

SUSPENSION AND TERMINATION

(A) Suspension Of Performance: Owner may for any reason whatsoever suspend performance under the Contract. Owner shall give written notice of such suspension to Design/Builder specifying when such suspension is to become effective.

(B) Ceasing Performance Upon Suspension: From and upon the effective date of any Suspension ordered by Owner, Design/Builder shall incur no further expense or obligations in connection with the Contract, and Design/Builder shall cease its performance. Design/Builder shall also, at Owner's direction, either suspend or assign to Owner any of its open or outstanding subcontracts or purchase orders.

(C) Claim For Costs Of Suspension: In the event Owner directs a suspension of performance under this Article 19, through no fault of Design/Builder, and provided Design/Builder submits a proper claim as provided in this Agreement, Owner shall pay Design/Builder as full compensation for such suspension Design/Builder's reasonable costs, actually incurred and paid, of:

- (1) Demobilization and remobilization, including such costs paid to Subcontractors;
- (2) Preserving and protecting Work in place;
- (3) Storage of materials or equipment purchased for the Project, including insurance thereon;
- (4) Performing in a later, or during a longer, time frame than that contemplated by this Contract.

(D) Resumption Of Work After Suspension: If Owner lifts the suspension it shall do so in writing, and Design/Builder shall promptly resume performance of the Contract unless, prior to receiving the notice to resume, Design/Builder has exercised its right of termination as provided herein.

(E) County's Right to Suspend or Terminate:

- (1) If the Design/Builder is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Design/Builder or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workers or suitable materials or equipment, payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract Documents, then the County may, without prejudice to any other right or remedy and after giving the Design/Builder and his surety a maximum of seven days from delivery of a written notice, declare the Contract in default, take possession of the Project and of all materials, equipment, tools,

construction equipment and machinery thereon owned by the Design/Builder, and call upon the surety to finish the Work by whatever method deemed expedient.

(2) Where Design/Builder's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Design/Builder then existing or which may therefore accrue. Any retention or payment of moneys due Design/Builder by Owner will not release Design/Builder from liability. If the Design/Builder can establish or it is otherwise determined that the Design/Builder was not in default or that the failure to perform is excusable a termination for default will be considered to have been a termination for the convenience of the Owner and the rights and obligations of the parties governed accordingly.

(3) Upon seven days' written notice to Design/Builder, Owner may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Contract. In such case, Design/Builder shall be paid (without duplication of any items):

(a) For completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;

(b) For expenses sustained in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with Uncompleted Work;

(c) For amounts paid in settlement of terminated contracts with Subcontractors and Suppliers;

(d) Reasonable expenses directly attributable to termination including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals, and court costs;

(e) Design/Builder shall not be paid on account of anticipatory profits or overhead or consequential damages.

(F) Termination of Agreement. The County may **unilaterally** terminate this Agreement, in whole or in part, for the County's convenience, or because of failure of the Design/Builder to fulfill the obligations of this Agreement **in any respect**. The County shall terminate by delivering to the Design/Builder, with at least thirty (30) days notice, a Notice of Termination specifying the nature, extent, and effective date of termination. If terminated by the County, the written notice shall be sent to the Design/Builder, addressed as follows:

All notices sent to the above address shall be binding upon the Design/Builder unless said address is changed by the Design/Builder in writing to the County. If

this Agreement is so terminated, the Design/Builder shall be paid as provided hereinbefore.

ARTICLE 20 OWNERSHIP OF DOCUMENTS

(A) Ownership of Documents. All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Design/Builder agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Design/Builder and without any payment of any monies to the Design/Builder therefor. However, any reuse of the documents by the County on a different site shall be at its risk and the Design/Builder shall have no liability where such documents are reused. Any documents furnished by Owner shall remain the property of Owner. Design/Builder may be permitted to retain copies of the Design Documents and Contract Documents and any documents furnished by Owner for its records with approval in writing of Owner; provided, however, that in no event shall Design/Builder use, or permit to be used, any portion or all of such documents on other projects without Owner's prior written authorization.

ARTICLE 21 INDEMNITY

(A) From Personal Injury Or Damage To Tangible Property: Design/Builder shall indemnify and hold Owner harmless from any and all claims, liability, damages, loss, cost and expense of every type whatsoever including, without limitation, attorneys' fees and expenses, in connection with Design/Builder's performance of this Contract, provided that such claims, liability, damage, loss, cost or expense is due to sickness, personal injury, disease or death, or to loss or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, to the extent caused by Design/Builder or anyone for whose acts Design/ Builder may be liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by Owner.

(B) From Violations Of Laws, Environmental Requirements, Performance Guidelines, And Licensing Requirements: Design/Builder shall indemnify and hold harmless Owner and its affiliates, officers, directors, and employees from and against all claims, liabilities, damages, losses, costs, expenses (including reasonable attorney's fees and expenses, and fees and expenses of experts) for bodily injury, including death, or damage to or loss of property, or any other type or form of loss occurring or sustained or resulting from:

(1) Any violation by Design/Builder, its Subcontractors, representatives, employees, and agents of any municipal, state or federal laws, rules, or regulations applicable to the performance of its obligations under the Contract;

(2) Environmental violations or contamination from hazardous substances, hazardous wastes and emissions or other substances or chemicals regulated by any applicable environmental laws or regulations and resulting from any willful misconduct, negligent act or omission, or legal violation by Design/Builder, its Subcontractors, Suppliers, representatives, employees, or agents;

(3) The failure of any of Design/Builder's employees, agents, representatives, Suppliers, or Subcontractors to obtain and maintain the required skills, licenses, certificates and permits mandated by applicable federal, state or local governing authorities with jurisdiction over construction, fabrication, environmental, health and safety matters on the Project.

(C) Hazardous Materials: In the event Design/Builder discovers hazardous or contaminated materials, including but not limited to asbestos, PCBs, petroleum, hazardous waste, or radioactive material, Design/Builder shall stop all Work in connection with such hazardous condition and in any area affected thereby, and notify Owner of the discovery of said condition. Design/Builder shall strictly comply with all applicable laws, regulations, rules or other promulgations by governing bodies, agencies, authorities or organizations having jurisdiction over the Project or the discovery of said hazardous or contaminated material. Design/Builder shall secure the Work site to prevent access by unauthorized personnel. If Design/Builder fails to comply with this Paragraph 21(C) or contaminated, hazardous or suspected contaminated or hazardous material is transported (either on or off site) without notice to Owner, such materials shall become the property of Design/Builder and Design/Builder shall be solely responsible for all costs and fines associated therewith.

(D) Indemnification Agreement. The Design/Builder shall be responsible from the time of signing the Contract, or from the time of the beginning of the first work, whichever shall be the earlier, for all injury or damage of any kind resulting from this work to persons or property, including employees and property of the County. The Design/Builder shall exonerate, indemnify, and save harmless the County from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with work performed under this Contract and shall assume and pay for, without cost to the County, the defense of any and all claims, litigations, and actions suffered through any act or omission of the Design/Builder, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. The Design/Builder expressly agrees to defend, through legal counsel acceptable to the County, against any claims brought or actions filed against the County, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

ARTICLE 22 INSURANCE

(A) Required Coverage And Limits: Design/Builder shall have and maintain the insurance described in Paragraph (C) below during the entire performance of this Contract, and for a period of ____ (____) years after Final Completion of the Project. Such insurance shall cover the claims and provide the limits of coverage set forth in Paragraph (C) below.

(B) Increases In Coverage: At the request of Owner, Design/Builder shall increase the above insurance limits or obtain additional coverage at Owner's expense.

(C) Insurance. The Design/Builder shall furnish the following along with the Contract Documents sent to the County for execution: Note: for the purpose of clarity only the insurance requirements have been divided into Professional Liability and Contractors Liability. All of the listed coverage is required for this project.

Contractors Liability Insurance Requirements: The Contractor shall, without expense to the County, provide certificates of insurance, and copies of signed insurance policies including declarations pages from companies that are authorized to engage in the insurance business in the state of Georgia and are otherwise acceptable to the County Finance Director or his/her designee, attached hereto as Attachment H. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than A (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

- (1) *Workers Compensation Insurance.* Statutory workers compensation insurance is to be provided in compliance with the requirements of Georgia law with limits not less than the following:

Employer's liability insurance by accident, each accident	\$1,000,000
Employer's liability insurance by disease, policy limit	\$1,000,000
Employer's liability insurance by disease, each employee	\$1,000,000

- (2) *Commercial General Liability Insurance.* Commercial general liability insurance is to be provided with limits not less than the following:

\$1,000,000 per occurrence for bodily injury and property damage liability
\$1,000,000 personal and advertising injury liability
\$2,000,000 general aggregate
\$2,000,000 products-completed operations aggregate
\$ 100,000 damage to rented premises (each occurrence)
\$ 5,000 medical expense (any one person)

- (3) *Umbrella or Excess Insurance.* Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:

\$5,000,000 per occurrence
\$5,000,000 aggregate

- (4) *Comprehensive Automobile Liability Insurance.* Comprehensive automobile liability insurance with form coverage is to be provided for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000. Automobile liability insurance shall be written on ISO Business Auto Coverage Form CA 0001 (1990 edition or later), or a substitute form providing equivalent coverage, and shall cover liability for bodily injury and property damage arising from the use or operation of any automobile,

including those owned, hired or otherwise operated or used by or on behalf of Contractor. The policy must include Broadened Pollution Liability Endorsement CA9948 12 93.

- (5) *Builder's Risk Insurance Coverage (If Applicable)*. The Contractor shall procure and maintain Builders Risk Insurance on the entire work which provides "All-risk" form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by Supplementary Conditions) until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD
Ordinance of Law (Increased Cost of Construction)	\$1,000,000
Flood and Earthquake	Full Contract Value
Deductibles:	
Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

- D. The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- E. All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
- F. If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.

- G. In addition to procuring and maintaining commercial general liability insurance, automobile liability and commercial umbrella insurance, for the Contract Term, Contractor shall continue to procure and maintain the products-completed operations liability insurance coverage and commercial umbrella insurance after the Work is substantially complete for the entire Contract Term or for the applicable five-year statutory limitation, whichever is greater. For such period of time, all terms and conditions of such coverage shall remain unchanged, including the limits specified herein and the requirement to provide the County with coverage as an additional insured.
- H. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage.
- I. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage.
- J. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.

VIII. CERTIFICATES OF INSURANCE

- A. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insured (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
- B. The Contractor agrees to name the County and its officers and the Engineer as additional insured on the commercial general liability insurance, using the ISO Additional Insured Endorsement forms CG20101001 (ongoing operations) and CG20371001 (products-completed operations) forms, or form(s) providing equivalent coverage.
- C. Certificates of Insurance must contain the policy number, policy limits, and policy expiration date of all policies issued in accordance with this Contract; the location and operations to which the insurance applies. Certificates must be provided annually for the duration of the project. If applicable, a specific statement must be included that blasting coverage is included to the extent such risk is present; that Contractor's protective coverage applies to any Subcontractor's operations; and Contractor's contractual liability insurance coverage applies to any Subcontractor.
- D. This insurance for the County as the additional insured shall be as broad as the coverage provided for the named-insured Contractor. It shall apply as primary insurance before any other insurance or self-insurance, including any deductible,

non-contributory, and waiver of subrogation provided to the County as the additional insured.

- E. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all Subcontractors who are engaged in the Work.
- F. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.
- G. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.
- H. Such certificates should be sent to the County and must identify the "Certificate Holder" as follows:

DeKalb County, Georgia
Director of Purchasing & Contracting
The Maloof Center
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

- I. Copies of Required Insurance policies with Declarations Page(s) shall be attached hereto as Attachment H.

Professional Liability Insurance Requirements:

Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

- 1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000
 - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
 - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned

and hired vehicles with combined single limit of \$1,000,000.

- (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:

\$5,000,000 per occurrence

\$5,000,000 aggregate

2. Additional Insured Requirement:

- (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
- (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.

3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.

4. Certificates of Insurance must be executed in accordance with the following provisions:

- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
- (b) Certificates to contain the location and operations to which the insurance applies;
- (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
- (d) Certificates to contain Contractor's contractual liability insurance coverage;
- (e) Certificates are to be issued to:

**DeKalb County, Georgia
Director of Purchasing & Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030**

3. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.

4. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.

5. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.

6. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.

7. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insured (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
8. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

ARTICLE 23 SURETY BONDS

(A) Contract Security: The Design/Builder shall furnish a Contract Performance Bond and a Payment Bond, each equal to one hundred percent (100%) of the Contract Price. Bonds given shall meet the requirements of the law of the State of Georgia including, but not limited to, O.C.G.A. §§ 13-10-1 and 36-91-21 et seq. The surety on each Bond shall be a surety company satisfactory to the County and listed in the Federal Register and licensed to write surety insurance in the State of Georgia.

Within ten (10) days from the date of Notice of Award of this Contract, the Design/Builder, as Principal, and _____, a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, shall give a Contract Performance Bond and a Payment Bond, each in the amount of _____ for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of this Contract, in accordance with the provisions of the law of the State of Georgia including, but not limited to, O.C.G.A. §§ 13-10-1 and 36-91-21 et seq. The life of these bonds shall extend through the life of this Contract including a sixty (60) day maintenance period (where applicable) and a twelve month guarantee period after the completion of work performed under this Contract.

It is further agreed between the parties hereto that if at any time after the execution of this Agreement and the surety bonds for its faithful performance, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Design/Builder shall, at its expense within five days after the receipt of notice from the County to do so, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the County.

In such event no further payment to the Design/Builder shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the County.

ARTICLE 24
MISCELLANEOUS PROVISIONS

(A) Georgia Laws Govern: This Agreement shall be governed by and construed and enforced in accordance with the laws of Georgia.

(B) Venue: This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Superior Court of DeKalb County, Georgia shall have sole and exclusive jurisdiction.

(C) Accuracy of Work: The Design/Builder shall be responsible for the accuracy of the work and any error and/or omission made by the Design/Builder in any phase of the work under this Agreement.

(D) Additional Work: If the Design/Builder is asked by the County to perform work beyond the scope of this Agreement for which payment is desired, he shall notify the County in writing, state that the work is considered outside the basic scope of work of this Agreement, give a proposed cost for the additional work, and obtain the approval in writing from the County prior to performing the additional work for which he is to be paid. The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County. Any claim for additional work must be made in strict accordance with Article 17.

(E) Successors and Assigns: The County and the Design/Builder each binds himself and his partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, the Design/Builder shall not assign, sublet, or transfer his interest in this Agreement without the written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officers or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

(F) Notices: Any notice required to be given herein shall be deemed to have been given to the other party if (1) given by first class mail, registered or express mail, courier service, or hand delivery; or (2) by telex or fax, provided that such notice is also confirmed by first class mail, registered or express mail, courier service, or hand delivery to the following addresses:

TO OWNER:

ATTN: _____

TO DESIGN/BUILDER:

ATTN: _____

All notices shall be effective upon receipt.

(G) Reviews and Acceptance: Work performed by the Design/Builder shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Design/Builder of his professional obligation to correct, at his own expense, any errors in the Work.

(H) County Representative: The County may designate a representative through whom the Design/Builder will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the DeKalb County Board of Commissioners. Payments to the Design/Builder shall be made only upon itemized bill submitted to and approved by said representative.

(I) Sole Agreement: This Agreement constitutes the sole agreement between the parties. No representations oral or written not incorporated herein shall be binding on the parties. No amendment or modifications of this Agreement shall be enforceable unless approved in writing by the County.

(J) Controlling Provisions: In the event of a conflict between the County's RFP No. _____ and the Design/Builder's response thereto, the provisions of the County's RFP shall govern. The provisions of this Agreement shall control over any conflicting provisions contained in the Design/Builder's response.

(K) Publicity: No information relative to the existence or the details of the Design Services or the Work shall be released by Design/Builder, either before or after completion of the Project, for publication, advertising or any commercial purposes without Owner's prior written consent.

(L) Severability: In the event that any portion or any portions of this Contract are held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portions had not been included, unless to do so would cause this Contract to fail of its essential purposes.

(M) Attorneys' Fees: In the even that Design/Builder breaches any provision of this Contract, and in the event Owner retains any attorney to seek enforcement of said Contract, or in the event Owner institutes litigation against Design/Builder arising out of or relating to the Contract, Owner shall be entitled to recover from Design/Builder its reasonable attorneys' fees, court costs, expert witness fees, and other related expenses.

(N) Prohibited Interests: No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract, or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the County who is authorized in such capacity and on behalf of the County to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

(O) Weather Conditions: The Design/Builder will be required to protect all work and materials against damage or injury from the weather. If, in the opinion of the Owner, any work or materials shall have been damaged or injured by reason of failure to protect such, all such materials or work shall be removed and replaced at the expense of the Design/Builder.

(P) Royalties and Patents: The Design/Builder shall hold and save the County and its officers, agents, servants, and employees, harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the County, unless otherwise specifically stipulated in the Contract Documents.

(Q) Submittal Period for Products and Substitutions:

Substitutions: Where items of equipment or materials are specifically identified herein by a manufacturer's name, model, or catalog number, only such specific item may be used in the Base Bid. If the Design/Builder wishes to use items of equipment or materials other than those named in his Base Bid, the Design/Builder shall apply in writing for the Owner's approval of substitution at least ten (10) days prior to opening of bids, submitting with his request for approval complete descriptive and technical data on the items or item he proposes to furnish. Approved substitutions will be listed in the Addendum issued to all Design/Builders prior to opening of bids.

(R) Measurements and Dimensions: Before ordering material or doing work which is dependent for proper size or installation upon coordination with conditions, the Design/Builder shall verify all dimensions by taking measurements at the building and shall be responsible for the correctness of same. No consideration will be given any claim based on the differences between the actual dimensions and those indicated on the Drawings.

(S) Storage Facilities and Work Areas: The Design/Builder shall cooperate with the County in any required use of its property and arrange for storage of materials on job site in such areas as are mutually agreed upon. The Design/Builder shall allot suitable and proper space to his Subcontractors for the storing of their materials and for the erection of their sheds and tool houses. Should it be necessary at any time to move materials, sheds, or

storage platforms, the Design/Builder shall move same as and when directed, at his own expense.

(T) Improvements on City or Public Property: Design/Builder shall pay for cost of any pavement or sidewalk repairs necessitated by work under this Contract, and any inspection fees required by local authorities.

(U) Manufacturers' Certifications: The Owner may require, and the Design/Builder shall furnish if required to do so, certificates from manufacturers to the effect that the products or materials furnished by them for use in the Work comply with the applicable specified requirements for the materials or products being furnished.

(V) Samples: The Design/Builder shall furnish with reasonable promptness all samples as directed by the Owner for approval for conformance with the design concept of the Project and for compliance with the information stated in the Contract Documents. The Work shall be in accordance with approved samples.

(W) Maintenance Manual: Design/Builder shall, prior to completion of Contract, deliver to the Owner two copies of a manual, assembled and bound, presenting for the County's guidance full details for care and maintenance of visible surfaces and of equipment included in Contract. Design/Builder shall, for this manual, obtain from Subcontractors literature of manufacturers relating to equipment, including motors; also furnish cuts, wiring diagrams, instruction sheets and other information pertaining to same that will be useful to the County in over-all operation and maintenance. Where the above-described manuals and data are called for under separate sections of the Specifications, they are to be included in the manual described in this Article.

(X) Definitions of Terms: Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

"Addenda" shall mean written or graphic instruments issued prior to the execution of the agreement which modify or interpret the Contract Documents by additions, deletions, clarifications, or corrections.

"Bid" or "Proposal" shall mean the offer or Proposal of the Design/Builder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

"Bidder" or "Proposer" shall mean any person, firm, or corporation submitting a Bid or Proposal for the Work.

"Bonds" shall mean Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Design/Builder and his surety in accordance with the Contract Documents.

"Contract Time" shall mean the number of calendar days stated in the Contract Documents for the completion of the Work.

“County” shall mean DeKalb County, Georgia.

“Design/Builder” shall mean one firm to both design and construct the Project.

“Drawings” shall mean the part of the Contract Documents which show largely through graphical presentation the characteristics and scope of the Work to be performed and which have been prepared by Design/Builder and approved by the Owner.

“Field Order” shall mean a written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Owner to the Design/Builder during construction.

“Notice of Award” shall mean the written notice of the acceptance of the Bid or Proposal from the County to the successful Design/Builder as evidenced by return receipts of registered or certified letters.

“Notice to Proceed” shall mean written communication issued by the County to the Design/Builder authorizing him to proceed with the Work and establishing the date of commencement of the Work as evidenced by official receipt of certified mail or acknowledgment of personal delivery.

“Owner” shall mean DeKalb County, Georgia.

“Project” shall mean the undertaking to be performed as provided in the Contract Documents.

“Shall” is mandatory; “may” is permissive.

“Shop Drawings” shall mean all drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Design/Builder, a Subcontractor, manufacturer, Supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

“Specifications” shall mean a part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship specified for this Project.

“Supplementary Conditions” shall mean a part of the Contract Documents consisting of terms and conditions as may be required by the Owner.

“Superintendent” shall mean the Design/Builder’s authorized on-job representative designated in writing by the Design/Builder prior to commencement of any work.

“Suppliers” shall mean any person, supplier, or organization who furnishes materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

“Work” of the Design/Builder or Subcontractor shall include all labor, material, equipment, transportation, skill, tools, machinery and other equipment, and things useful or necessary in order to complete the Contract.

(Y) Specifications:

(1) The Specifications, the Drawings accompanying them, and the other Contract Documents shall be supplementary to each other, and any material, workmanship, and/or service which may be in one, but not called for in the others, shall be as binding as if indicated, called for, or implied by all.

(2) The Design/Builder will be held responsible to furnish all labor and materials necessary to complete the Work as indicated by the Drawings and Specifications.

(3) Unless otherwise stipulated, the Design/Builder shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the Work. The Design/Builder shall be responsible for entire Work and every part thereof.

(4) Each section or type of work is described separately in the Specifications; however, should any item of material, equipment, work, or combinations of such be required in one section, and not be described in that section and a similar item described in another section, that description shall apply regardless of the section under which it is described.

(5) Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Owner, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Design/Builder after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Design/Builder’s risk.

(6) Upon award of the Contract, the Design/Builder shall furnish such Contract Drawings and Specifications as may be required for completion of the Project. Any prints and Specifications in excess of these shall be furnished at cost at the Design/Builder’s expense.

(Z) Drawings and Specifications:

(1) The intent of the Drawings and Specifications is that the Design/Builder shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the County.

(2) In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings.

(3) The Owner may (without changing the scope of the Work) furnish the Design/Builder additional instructions and detail drawings, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Design/Builder shall carry out the Work in accordance with the additional detail drawings and instructions.

(4) Abridging: Attention is directed to the fact that the detailed Specifications and separate sections may be written in short or abridged form. In regard to every section of the Specifications and all parts thereof, mention therein, or indications on the Drawings of articles, materials, operations, or methods requires that the Design/Builder:

(a) Provide each item mentioned and indicated, of quality or subject to qualifications noted.

(b) Perform according to conditions stated, each operation prescribed.

(c) Provide therefor all necessary labor, equipment, and incidentals.

(5) Wording: Whenever in these Specifications or on the Drawings the words "directed," "required," "permitted," "ordered," or words of like import are used, it shall be understood that the direction, requirement, permission, or order of the County is intended, and similar words, "approved," "acceptable," "satisfactory," or words of like import shall mean approved by, acceptable to, or satisfactory to the County.

(6) Specification Sections: For convenience of reference and to facilitate the letting of contracts and subcontracts, these Specifications are separated into titled sections. Such separation shall not, however, operate to make the County an arbiter to establish limits to the contracts between the Design/Builder and Subcontractors, nor shall such separation be interpreted as superseding normal union jurisdictions.

(7) Language: Notwithstanding the appearance of such language in the various sections of the Specifications as, "The Paving Contractor," "The Grading Contractor," etc., the Design/Builder is responsible to the County for the entire Contract and the execution of all work referred to in the Contract Documents.

(AA) Present Documents Govern: The Design/Builder shall in no case claim a waiver of any specification requirements on the basis of previous approval of material or workmanship on other jobs of like nature or on the basis of what might be considered "standard" for material or workmanship in any particular location. The Contract Documents for this job shall govern the Work.

(BB) Design/Builder's Shop Drawings:

- (1) The approved Drawings will be supplemented by such Shop Drawings as are needed to adequately control the Work. It is mutually agreed that all authorized alterations affecting the requirements and information given on the approved Drawings shall be in writing.
- (2) Shop Drawings to be furnished by the Design/Builder for any structure shall consist of such detailed drawings as may be required for the prosecution of the Work.
- (3) Shop Drawings must be approved by the Owner before the work in question is performed. Drawings for false work, centering, and form work may also be required, and in such cases shall be likewise subjected to approval unless approval be waived. It is expressly understood, however, that approval of the Design/Builder's Shop Drawings does not relieve the Design/Builder of any responsibility for accuracy of dimensions and details. It is mutually agreed that the Design/Builder shall be responsible for agreement and conformity of his Shop Drawings with the approved Drawings and Specifications.
- (4) It is the responsibility of the Design/Builder to check all Shop Drawings before same are submitted to the Owner for approval. Shop Drawings which have not been checked and approved by the Design/Builder will not be approved.
- (5) Shop Drawings shall be submitted only by the Design/Builder who shall indicate by a signed stamp on the drawings that he has checked the Shop Drawings and that the work shown on them is in accordance with Contract requirements and has been checked for dimensions and relationship with work of all other trades involved. Under no conditions shall Shop Drawings be accepted from anyone other than the Design/Builder.
- (6) The Design/Builder shall furnish the Owner with at least six copies of all Shop Drawings for approval. Two finally approved copies will be returned to the Design/Builder for his use.
- (7) The Contract Price shall include the cost of furnishing all Shop Drawings and the Design/Builder will be allowed no extra compensation for such drawings.
- (8) The approval of such Shop Drawings shall not relieve the Design/Builder from responsibility for deviations from Drawings or the Specifications unless he has in writing called attention to such deviations, and the Owner has approved the changes or deviations in writing at the time of submission, nor shall it relieve him from the responsibility for errors of any kind in Shop Drawings. When the Design/Builder does call such deviations to the attention of the Owner, he shall state in his letter whether or not such deviations involve any extra cost. If this is not mentioned, it will be assumed that no extra cost is involved for making the change.

(CC) Instructions, Changes, Etc.:

(1) All changes, alterations, or instructions in regard to any feature of the Work that differ from the Drawings and Specifications must be approved in writing by Change Order in all cases, and no verbal orders will be regarded as a basis for claims for extra work.

(2) If the Design/Builder claims that any instruction by Drawings or otherwise involves extra cost or an extension of time, he shall notify the Owner in writing within ten (10) days after the receipt of such instructions and in any event before proceeding to execute the Work. Thereafter, the procedure shall be the same as that described for changes in the Work. No such claim shall be valid unless made in accordance with the terms of this section.

(3) No claims for extra cost will be considered based on an escalation of material prices throughout the period of the Contract.

(4) No extra work is to be performed or any changes made that involves any extra cost or extension of time unless approved by the Owner and authorized by Change Order.

(DD) Requests for Substitutions: Requests for substitutions of proprietary products or of a particular manufacturer or vendor must be accompanied by documentary proof of equality, and difference in price and deliveries, if any, in form of certified quotations from Suppliers of both specified and proposed equipment. The item proposed for substitution shall be equal to or superior to the specified item or items, in construction, efficiency, and utility in the opinion of the Owner. The opinion of the Owner shall be final and no substitute material or article shall be purchased or installed without such written approval.

In case of a difference in price, the County shall receive all benefits of the difference in cost involved in any substitution, when lower, and the Contract altered by Change Order to credit the County with any savings to be obtained. However, the County shall not be charged for any additional cost in case of a price difference.

(EE) Authority of the Design/Builder:

(1) The Design/Builder shall perform all of the Work herein specified under the general direction, and to the entire satisfaction, approval, and acceptance of the Owner. The Owner shall decide all questions relating to measurements of quantities, the character of the Work performed, and as to whether the rate of progress is such that the Work will be completed within the time limit of the Contract. All questions as to the meaning of these Specifications will be decided by the Owner.

(2) The approval of the Owner of any materials, plants, equipment, Drawings, or of any other items executed, or proposed by the Design/Builder, shall be construed only to constitute an approval of general design. Such approval shall not relieve the

Design/Builder from the performance of the Work in accordance with the Contract Documents, or from any duty, obligations, performance guarantee, or other liability imposed upon him by the provisions of the Contract.

(FF) Rejections of Work and Materials:

(1) All materials and equipment furnished and all work done that is not in accordance with the Drawings or Specifications or that is defective will be rejected. All rejected materials, equipment, or work shall be removed immediately. If rejected materials, equipment, or work is not removed within forty-eight hours from the date of letter of notification, the Owner shall have the right and authority to stop the Design/Builder and his work immediately, and/or shall have the right to arrange for the removal of said rejected materials, equipment, or work at the cost and expense of the Design/Builder. All rejected materials, equipment, or work shall be replaced with other material, equipment, or work which conforms with the Drawings and Specifications at no additional cost to the County.

(2) Inspection of the Work shall not relieve the Design/Builder of any of his obligations to fulfill his Contract and defective work shall be made good regardless of whether such work, material, or equipment has been previously inspected by the Owner and accepted or estimated for payment. The failure of the Owner to condemn improper materials or workmanship shall not be considered as a waiver of any defect which may be discovered later, or for work actually defective. All work, material, and/or equipment shall be guaranteed against defects for a period of one year from date of Project acceptance as established by the County. The warranty requirement set forth herein shall be in addition to any and all other warranty requirements set forth in the Contract Documents.

(GG) Lines, Grades, and Measurements:

(1) Such stakes and markings as the Owner may set for either its or the Design/Builder's guidance shall be preserved by the Design/Builder. Failure to protect such stakes or markings, or gross negligence on the Design/Builder's part resulting in loss of same, may result in the Design/Builder being charged for their replacement.

(2) The Design/Builder must exercise proper care and caution to verify the grades and figures given him before proceeding with the Work, and shall be responsible for any damage or defective work caused by his failure of such care and caution. He shall promptly notify the Owner of any errors or discrepancies he may discover in order that the proper corrections may be made.

(HH) Land and Rights-of-Way:

(1) Prior to entering on any land or right-of-way, the Design/Builder shall ascertain the requirements of applicable permits or easements obtained by the County, and shall conduct his work in accordance with requirements thereof including the giving of notice. The Design/Builder shall be fully responsible for performing work to the requirements of any permit or easement granting entity even

though such requirements may exceed or be more stringent than that otherwise required by the Contract Documents, and shall compensate the County fully for any loss or expense arising from failure of the Design/Builder to perform as required by such entity.

(2) The Design/Builder shall provide at his own expense and without liability to the County any additional land and access thereto that the Design/Builder may desire for temporary construction facilities, or for storage of materials.

(II) Prior Use by County: Prior to completion of the Work, the County may take over operation and/or use of the incompleated Project or portions thereof. Such prior use of facilities by the County shall not be deemed as acceptance of any work or relieve the Design/Builder from any of the requirements of the Contract Documents.

(JJ) Barricades:

(1) Lanterns: Design/Builder shall provide continuously burning lanterns at all barricades and at protective barriers around excavations so that the public is adequately warned of such hazards. Lanterns shall remain lighted from sundown to sunrise and at all other times when the labor forces are not on the job site.

(2) Access to Site: Delivery of construction materials and equipment shall be only from locations approved by the County.

(KK) Schedules, Reports, and Records:

(1) The Design/Builder shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Owner may request concerning work performed or to be performed.

(2) Prior to the first partial payment estimate, the Design/Builder shall submit schedules showing the order in which he proposes to carry on the Work, including dates at which he will start the various parts of the Work, estimated date of completion of each part; and, as applicable, the dates at which special detail drawings will be required, and respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

(3) The Design/Builder shall also submit a schedule of payments that he anticipates he will earn during the course of the Work.

(LL) **SUPPLEMENTARY CONDITIONS:**

(1) **SCOPE**

Furnish, erect, and maintain temporary facilities and perform temporary work required in the performance of this Contract, including those shown and specified.

(2) **USE OF TEMPORARY FACILITIES**

Design/Builder may be required by the County to provide and maintain a suitable office on the site for his own use and for the use of representatives of the County.

(3) **MAINTENANCE AND REMOVAL**

(a) Utilities and Furnishings: Design/Builder shall furnish sufficient heat, artificial light, ventilation and janitor's service, and shall also provide a table or desk, plan rack and chairs, all for the use of those visiting the job, in addition to such furnishings as he provides for his own use.

(b) Location and Removal: Temporary offices and other structures shall be located where approved by the County, and shall be removed from the premises upon completion of the Contract or earlier if so directed by the County. They shall remain the property of the Design/Builder.

(4) **FIELD OFFICES**

Design/Builder and his Subcontractors shall provide such additional offices, storage shanties, tool sheds and other temporary buildings as required for their own use and those employed on the Work.

(5) **TOILET AND WASHING FACILITIES**

(a) Toilet Building: Design/Builder may be required by the County, at the beginning of work, to provide on premises suitable and adequate temporary toilets and enclosure for use of workers on the job; maintain same in sanitary condition; remove same at completion of building operations and/or when directed.

(b) Sanitary Regulations: Do not allow any sanitary nuisances to be committed in or about work; enforce sanitary regulations of local and State Health Authorities.

(6) **UTILITIES DURING CONSTRUCTION**

(a) Utilities: Design/Builder shall furnish all utilities and pay for all utility bills used during construction. Utilities shall include electric power or fuel of any sort used for heating, etc., and water.

(b) Connections to Utilities: Design/Builder shall provide all temporary connections to utilities when not provided by the utility company or others.

(7) **TELEPHONE**

Design/Builder shall, if required by the County, install and maintain at his own expense, a job telephone for duration of the Contract.

(8) **TEMPORARY HEAT**

The Design/Builder shall provide at his own expense temporary heat as necessary to protect all work and materials against injury from dampness and cold. Fuel, equipment and method of heating shall not present a fire hazard and shall be satisfactory to the County. See requirements in detail Specifications for temperatures to be maintained for application of work under the various trades.

(MM) **NOTICE TO DESIGN/BUILDER AND SUBCONTRACTORS**

The Georgia Legislature has enacted a new Code provision, designated O.C.G.A. § 13-10-2, governing progress payments and retainage for public works contracts. It is applicable to contracts which, when awarded exceed \$150,000.00 in value or forty-five (45) days in duration, and establishes mandatory guidelines by which payments received from DeKalb County in this contract must be passed through the subcontractors. For your information, its provisions are set out below:

13-10-2. Periodic Progress Payments; Retainage; Exceptions; Minimal Standard of this Code Section.

(a) As used in this Code section, the term:

(1) “Design/Builder” means a person having a direct contract with the Owner.

(2) “Lower tier subcontractor” means a person other than the Design/Builder having a direct contract with a subcontractor.

(3) “Owner” means the state, any county, municipal corporation, authority, board of education, or other public board, public body, department, agency, instrumentality, or political subdivision of the state.

(4) “Owner’s authorized contract representative” means the architect or engineer in charge of the project for the owner or such other contract

representative or officer as designated in the contract documents as the party representing the Owner's interest regarding administration and oversight of the project.

- (5) "Subcontractor" means a person other than an Owner having a direct contract with the Design/Builder.
- (b) In any contract for the performance of any construction project entered into on or after July 1, 1985, with an owner, as defined in paragraph (3) of subsection (a) of this Code section, such contract shall provide for the following:
 - (1) After work has commenced at the construction site, progress payments to be made on some periodic basis, and at least monthly, based on the value of work completed as may be provided in the contract documents plus the value of materials and equipment suitably stored, insured, and protected at the construction site, and at the owner's discretion such materials and equipment suitably stored, insured, and protected off site at a location approved by the owner's authorized contract representative when allowed by the contract documents, less retainage; and
 - (2)(A) Retainage to a maximum of ten (10%) percent of each progress payment; provided, however, that, when fifty (50%) percent of the contract value including change orders and other additions to the contract value provided for by the contract documents is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the Owner's authorized contract representative, the Owner shall withhold no more retainage. At the discretion of the Owner and with the approval of the Design/Builder, the retainage of each subcontractor may be released separately as the subcontractor completes his work.
 - (B) If, after discontinuing the retention, the Owner's authorized contract representative determines that the work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by an owner, the Design/Builder and subcontractors shall be entitled to resume withholding retainage accordingly.
 - (C) At substantial completion of the work or such other standard of completion as may be provided in the contract documents and as the Owner's authorized contract representative determines the work to be reasonably satisfactory, the owner shall within thirty (30) days after invoice and other appropriate documentation as may be required by the contract documents are provided pay the retainage to the Design/Builder. If at that time there are any remaining incomplete minor items, an amount equal to two

hundred (200%) percent of the value of each item as determined by the Owner's authorized contract representative shall be withheld until such item or items are completed. The reduced retainage shall be shared by the Design/Builder and subcontractors as their interests may appear.

(D) The Design/Builder shall, within ten (10) days from the Design/Builder's receipt of retainage from the Owner, pass through payments to subcontractors and shall reduce each subcontractor's retainage in the same manner as the Design/Builder's retainage is reduced by the Owner, provided that the value of each subcontractor's work complete and in place equals fifty (50%) percent of his subcontract value, including approved change orders and other additions to the subcontract value and provided, further, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his work including any warranty work as the Design/Builder in his reasonable discretion may require, including, but not limited to, a payment and performance bond.

(E) The subcontractor shall, within ten (10) days from the subcontractor's receipt of retainage from the Design/Builder, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the Design/Builder, provided that the value of each lower tier subcontractor's work complete and in place equals fifty (50%) percent of his subcontract value, including approved change orders and other additions to the subcontract value and provided, further, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his work including any warranty work as the subcontractor in his reasonable discretion may require, including, but not limited to, a payment and performance bond.

(c) This Code section shall not apply to:

- (1) Any contracts let by the Department of Transportation of this State for the construction, improvement, or maintenance of roads or highways in this State or purposes incidental thereto; or
- (2) Any contracts whose value or duration at the time of the award does not exceed \$150,000.00 or forty-five (45) days in duration.

(d) Contract and subcontract provisions inconsistent with the benefits extended to Design/Builders, subcontractors, and lower tier subcontractors by this Code section shall be unenforceable; provided, however, that nothing in this Code section shall render unenforceable any contracts or subcontract provisions allowing greater benefits to be extended to such Design/Builders, subcontractors, or lower tier subcontractors, the provisions and benefits of this Code section being minimal only.

(e) Nothing shall preclude a payor under this Code section, prior to making a payment, from requiring the payee to submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the work have been paid. (Code 1981, '13-10-2, enacted by Ga. L. 1985, p. 1043, '1.)

(NN) **GEORGIA OPEN RECORDS ACT.**

Without regard to any designation made by the person or entity entering this Agreement, DeKalb County considers all information submitted in response to the Agreement to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act O.C.G.A. § 50-18-70 et seq., after contacting the person or entity making the submission, unless a court order is presented with the Agreement.

(OO) **FIRST SOURCE JOBS ORDINANCE**

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. For more information on this Ordinance requirement, please contact DeKalb Workforce Development at 404.687.3400.

(PP) **Contractor and Subcontractor Evidence of Compliance**

- (1) County contracts for the physical performance of services within the state of Georgia shall include the following provisions in accordance with O.C.G.A. § 13-10-91, as amended:
 - a. the contractor has registered with and is authorized to use the federal work authorization program to verify information on all newly hired employees or subcontractors;
 - b. by affidavit, the contractor must attest to the contractor's name, address, user identification number, date of authorization, and verification of the continual participation throughout the contract period, and

- c. the affidavit shall become a part of the covered contract and must be attached.
- (2) No contractor or subcontractor who enters into a contract with the County or a contractor of the County shall enter into such a contract or subcontract in connection with the physical performance of services within Georgia unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all newly hired employees. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements of O.C.G.A. § 13-10-91, as amended.
- (3) Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of any contract or subcontract entered into pursuant to O.C.G.A. § 13-10-91, as amended, agree to provide the County with notice of the identity of any and all subsequent subcontractors hired or contracted by the contractor or subcontractor. Such notice shall be provided within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit from each subsequent contractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program.
- (4) An affidavit shall be considered an open public record; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 18 of Title 50 shall be redacted. Affidavits shall be maintained by the County for five years from the date of receipt.
- (5) To verify compliance, the contractor agrees to participate in random audits conducted by the Commissioner of the Georgia Department of Labor. The results of the audits shall be published on the www.open.georgia.gov website, and on the Department of Labor's website no later than December 31 of each year.
- (6) Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement in an affidavit submitted pursuant to O.C.G.A. § 13-10-91 shall be guilty of a violation of Code § 16-10-20 and, upon conviction, shall be punished as provided in such section. Contractors and subcontractors convicted for false statements based on a violation of such section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following such conviction.

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties duly authorized representatives, as indicated by their signatures below, have set their hands and caused their seals to be affixed hereupon on this _____ day of _____, 20_____.

DEKALB COUNTY, GEORGIA

[DESIGN BUILDER]

By: _____ (CORPORATE SEAL)
Signature

Name (Typed or Printed)

Title

Federal Tax I.D. Number

ATTEST:

Signature

Name (Typed or Printed)

Title

APPROVED AS TO

SUBSTANCE:

Department Director

by
Dir. (SEAL)

Lee May
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:

BARBARA H. SANDERS, CCC
Clerk of the Chief Executive Officer and
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO

FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)

DEKALB COUNTY, GEORGIA

CERTIFICATE OF CORPORATE AUTHORITY

I, _____, certify that I am Secretary of the corporation named as Design/Builder herein, same being organized and incorporated to do business under the laws of the State of _____; that _____, who executed this Contract on behalf of the Design/Builder was, then and there, ; and that said Contract was duly signed by said officer for and in behalf of said corporation, pursuant to the authority of its governing body and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock of said corporation as of this date are as follows:

_____.

This _____ day of _____, 2015.

_____ (Corporate Seal)

Secretary

Exhibit 2

Technical Specifications

TECHNICAL SPECIFICATIONS - SUMMARY OF WORK

MINIMUM SPECIFICATIONS

Public Works employees will grade, gravel, pack and prepare the site where the salt storage barn will be constructed. The Contractor will provide materials and labor to construct a 30 ft. x 40 ft. pole barn structure designed for salt storage.

Interlocking Concrete Block Walls:

Interlocking concrete blocks (2.5ft x 2.5ft. x 5ft.) to divide the sand and salt storage areas.

Poured Concrete Walls:

7 ft high reinforced concrete wall to form three sides (100ft/60ft/100ft x 7ft high) with footings.

Salt Barn Building Materials and Construction:

100 ft. x 60 ft. building shall be provided as shown on the drawings. Refer to Technical Specifications Section 13121 for additional information.

Electrical:

Installation of two flood lights inside at back corners of salt barn with a switch on the right side wall at the front of the open side of the barn to provide lighting for loading salt inside the barn. Two more flood lights should be installed at the front open corners of the salt barn to provide lighting for the concrete apron area. On the right and left walls near front opening of barn, electrical outlets shall be installed for plugging up truck engine heaters. Electrical lines should come through the breaker box located inside the front of the county shop building. Power to be run from breaker box located in front of county shop. Power source must be in line so that generator can run flood lights if power is out.

Curtain/Cover:

A weatherproof curtain/cover shall be installed across the open end of the Salt Storage Barn that will sufficiently protect salt from wind/rain. Curtain/cover must be constructed in a manner to readily allow access inside barn for large dump trucks and loading equipment. Bid proposal must show pictures of what is proposed for curtain/cover.

PART 1 GENERAL

1.1 SUMMARY

- A. The Work of this Contract consists of designing and constructing a 60-foot wide by 100-ft long salt and sand storage facility at the Seminole Road Landfill located in Ellenwood (DeKalb County), Georgia. The DeKalb County Sanitation Department (OWNER) will be conducting grading and installing surface water management structures in accordance with the proposed facility layout as shown on the bid drawings.
- B. CONTRACTOR will be responsible for providing structural drawings, including necessary details for the structure, foundation, 8-foot high push wall and associated appurtenances necessary for construction of the

facility. All design drawings shall be signed and sealed by a Registered Professional Engineer in the State of Georgia.

- C. CONTRACTOR will be responsible for construction of the structure in accordance with the project drawings and all applicable codes and ordinances.
- D. CONTRACTOR will be responsible for providing electrical installation to meet all standard requirements of local power. Electrical Contractor shall contact local power prior to start of construction. All Work shall be performed by a Licensed Electrical Contractor in the State of Georgia.
- E. The Work of this Contract is located in DeKalb County, Georgia, at the Seminole Road Landfill. CONTRACTOR shall be aware of the nature of the activities at an active landfill, including ongoing construction, waste disposal and other operations which may affect access to portions of the site.
- F. CONTRACTOR to pay for all permits, inspections and testing.

1.2 WORK BY OTHERS

- A. Work may be conducted at the site by other contractors during the performance of the Work under this contract. The CONTRACTOR shall conduct its operations to minimize interference of other contractors, and shall cooperate fully with such contractors and the project representatives to provide continued safe access to perform their respective contracts.

TECHNICAL SPECIFICATIONS - SUMMARY OF WORK

1.3 DEFINITIONS

- A. **OWNER:** The term OWNER means DeKalb County Public Works - Sanitation Division with whom the CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.
- B. **Project Manager:** The term Project Manager means the representative of the OWNER for the purpose of administration and inspection of the Work. The Project Manager may be a member or group of the staff or may be an external firm. During the period of Work the Project Manager shall act as an authorized representative of the OWNER.
- C. **CONTRACTOR:** The term CONTRACTOR means the firm that is responsible for the Work of this contract. The CONTRACTOR's responsibilities include the Work of any and all of subcontractors and suppliers.

TECHNICAL SPECIFICATIONS - SUMMARY OF WORK

- D. **Work:** The term Work means the entire completed construction or various separately identifiable parts, thereof, required to be furnished under the Contract Documents. Work includes any and all labor, services, materials, equipment, tools, supplies, and facilities required by the Contract Documents and necessary for the completion of the project. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.
- E. **Manufacturing Quality Control (MQC):** A planned system of inspections that is used to directly monitor and control the manufacture of a material which is factory originated. MQC is performed by the manufacturer to ensure minimum (or maximum) specified values in the manufactured product. MQC refers to measures taken by the manufacturer to determine compliance with the requirements for materials and workmanship as stated in certification and contract plans for a project.
- F. **Construction Quality Control (CQC):** A planned system of inspections that is used to directly monitor and control the quality of a construction project. Construction quality control is performed by the CONTRACTOR and is necessary to achieve quality in the constructed or installed system. Construction quality control (CQC) refers to measures taken by the CONTRACTOR to determine compliance with the requirements for materials and workmanship as stated in the plans and specifications for the project.

TECHNICAL SPECIFICATIONS - SUMMARY OF WORK

- G. **Construction Quality Assurance (CQA):** A planned system of activities conducted by a third party (hired by the OWNER) that provides the OWNER assurance that the facility was constructed as specified in the permit documents. Construction quality assurance includes inspections, verification, audits, and evaluations of materials and workmanship necessary to determine and document the quality of the constructed facility. Construction quality assurance (CQA) refers to measures taken by the CQA organization to assess if the CONTRACTOR is in compliance with the plans and specifications for a project. The following parties from part of CQA services to be provided:
- H. **Structure Manufacturer:** The Structure Manufacturer is the company hired to furnish the structure component referenced in these Technical Specifications.

1.4 CONTRACTOR'S DUTIES:

- A. Design and construct the project in accordance with the Contract Documents;
- B. Provide a competent superintendent, capable of reading and understanding the Contract Documents, who shall receive instructions from the OWNER or his authorized representative. The superintendent shall have full authority to execute the Work in accordance with the Contract Documents;
- C. Except as otherwise specified, furnish the following and pay the cost thereof:
 - 1. Labor, superintendent, and products excepting those products to be furnished by the OWNER;
 - 2. Construction supplies, equipment, tools, and machinery;
 - 3. Water, heat, and other utilities required for construction;
 - 4. Other facilities and services necessary to properly execute and complete the Work;

5. Pay costs of legally required sales, consumer, and use taxes, and Governmental fees.
6. Perform Work in accordance with codes, ordinances, rules, regulations, orders, and other legal requirements of governmental bodies and public agencies bearing on performance of the Work.
7. Where applicable, the Project Manager shall coordinate submittals and communications with the representatives who shall give approvals and directions through the Project Manager.
8. Maintain order, safe practices, and proper conduct at all times among CONTRACTOR's employees. The Project Manager, and its authorized representative, may require that disciplinary action be taken against an employee of the CONTRACTOR for disorderly, improper, and unsafe conduct. Should an employee of the CONTRACTOR be dismissed from his duties for misconduct, incompetence, or unsafe practice, or combination thereof, that employee should not be rehired for the duration of the Work.
9. Coordinate prosecution of the Work with those utilities and other contractors performing work on or adjacent to the worksite; either eliminate, or minimize as far as possible, delays in the Work and conflicts with those utilities or contractors. Coordinate utility activities, and activities of OWNER, with the Project Manager. Coordinate activities of the several trades, suppliers, and subcontractors, if any, performing the Work.

- D. The CONTRACTOR shall notify the OWNER in writing if he elects to subcontract, sublet, or reassign any portion of the Work. This shall be done at the time the bid is submitted. The written statement shall describe the portion of the Work to be performed by the Subcontractor and shall include an indication, by reference if desired by the OWNER, that the Subcontractor is particularly experienced and equipped to perform that portion of the Work. No portion of the Work shall be subcontracted, sublet, or reassigned without written permission of the OWNER. Consent to subcontract, sublet, or reassign any portion of the Work by the OWNER shall not be considered as a testimony of the OWNER as to the qualifications of the Subcontractor and shall not be construed to relieve the CONTRACTOR of any responsibilities for completion of the Work.
- E. Work shall conform to the following Drawings that form a part of these Contract Documents.

SHEET NO. AND TITLE

- 3 - TITLE SHEET
- 4 - EXISTING CONDITIONS PLAN
- 5 - PROPOSED SITE PLAN
- 6 - MISCELLANEOUS DETAILS

1. Omissions from the Drawings or Technical Specifications or the mis- description of details of Work which are necessary to carry out the intent of the Drawings and Technical Specifications or which are customarily performed, shall not relieve the CONTRACTOR from performing such omitted or mis-described details of the Work but they shall be performed as if fully and correctly set forth and described in the Drawings and Technical Specifications.

1.5 CONTRACT TIMES

- A. The CONTRACTOR shall commence Work in accordance with the Contract Documents. The time stated for completion and substantial completion shall be in accordance with the Contract Times specified in the Agreement. Extensions to the Contract Time of performance shall be granted for those days when the CONTRACTOR is unable to work due to abnormal weather conditions or as a result of abnormal conditions. Extension of time of performance based on abnormal weather conditions shall be granted when requested by the CONTRACTOR and reviewed in writing by the Project Manager. All requests for extensions of time by the CONTRACTOR based on abnormal weather conditions must be submitted in writing to the Project Manager within five (5) working days of the time in question. No claims for damages shall be made by the CONTRACTOR for delays. Time is of the essence in this Contract.

1.6 CONTRACTOR USE OF WORKSITE

- A. Confine worksite operations to areas permitted by law, ordinances, permits, and the Contract Documents. The CONTRACTOR shall ensure that all persons under his control (including Subcontractors, their workers and agents) are kept within the boundaries of the Site and shall be responsible for any acts of trespass or damage to property by persons who are under his control. Consider the safety of the Work, and that of people and property on and adjacent to worksite, when determining amount, location, movement, and use of materials and equipment on worksite.
- B. The CONTRACTOR shall be responsible for protecting private and public property including pavements, drainage culverts, electricity, highway, telephone and similar property and making good of, or paying for, all damage caused thereto.
- C. CONTRACTOR shall promptly notify OWNER and Project Manager in writing of any subsurface or latent physical conditions at the Site, which differ materially from those indicated or referred to in the Contract Documents. Project Manager shall promptly review those conditions and advise OWNER in writing if further investigations or tests are necessary. Promptly thereafter, OWNER shall obtain the necessary additional investigations and tests and furnish copies to the Project Manager and CONTRACTOR. If Project Manager finds that the results of such investigations or tests indicate that there are subsurface and latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

PART 2 PRODUCTS

(not used)

PART 3 EXECUTION

(not used)

--END OF SECTION --

TECHNICAL SPECIFICATIONS - SURVEY AND STAKE-OUT

PART 1 GENERAL

1.7 SUMMARY

- A. The Work shall consist of the performance of all necessary survey work related, but not limited to, the construction of the salt/sand storage facility, in accordance with the Contract Documents and as indicated by the OWNER.
- B. The Work shall consist of providing all the required "as-built" record drawings.

1.8 QUALITY CONTROL

- A. The CONTRACTOR's Surveyor shall be a Land Surveyor registered in the State of Georgia.
- B. Preserve field books and stakeout data until one year after final acceptance of Work.

1.9 SUBMITTALS

- A. Submit name, address, and telephone number of Surveyor before starting survey work.
- B. On request, submit documentation verifying accuracy of survey work performed by the Surveyor.
- C. Submit a copy of registered site drawing and certificate signed by the Surveyor, that the elevations and locations of the Work are in conformance with Contract Documents.

1.10 PROJECT RECORD DOCUMENTS

- A. Maintain a complete and accurate log of control and survey work as it progresses.
- B. On completion of the Work, the CONTRACTOR shall prepare a certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.
- C. The CONTRACTOR is to submit an electronic AutoCad file for each record drawing required.
- D. Record drawings shall be prepared by the CONTRACTOR at a scale of 1 inch = 30 feet unless otherwise directed by the Project Manager.

1.11 EXAMINATION

- A. The CONTRACTOR shall verify locations of survey control points prior to starting work.

TECHNICAL SPECIFICATIONS - SURVEY AND STAKE-OUT

- B. The CONTRACTOR shall promptly notify the Project Manager of any discrepancies discovered.

1.12 SURVEY REQUIREMENTS

- A. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings or as directed by the Engineer. The OWNER shall provide benchmark with appropriate horizontal and vertical control. Elevation of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and, therefore, are presented only as approximations. Any error or apparent discrepancy in the data shown, or omissions of data required for accurately accomplishing the stakeout survey shall be referred immediately to the Engineer for interpretation or correction.
- B. The CONTRACTOR shall verify in the field that the topographic map provided in the Drawings of the work area is accurate. Discrepancies in the topographic mapping or field verification identified by the CONTRACTOR are to be immediately brought to the attention of the Engineer and the COUNTY.
- C. The exact position of all Work shall be established from control points, base line points or other points which are shown on the Drawings or as modified by the OWNER.
- D. Any error, apparent discrepancy or absence in or of data shown or required for accurately accomplishing the stakeout survey shall be referred to the OWNER for interpretation or for furnishing when such is observed or required.
- E. The CONTRACTOR shall be responsible for the accuracy of his work and shall maintain all reference point stakes, etc., throughout the life of the Contract. Damaged or destroyed points, bench marks or stakes, or any reference points made inaccessible by the progress of the construction shall be replaced or transferred by the CONTRACTOR. Existing or new control points that shall be destroyed during construction shall be transferred or reestablished before they are damaged or destroyed and all reference ties recorded therefore shall be furnished to the Engineer.
- F. All computations necessary to establish the exact position of the work from control points shall be made and preserved by the CONTRACTOR. All computations, survey notes and other records necessary to accomplish the work shall be neatly made, shall be made available to the Engineer upon request, and shall become the property of

TECHNICAL SPECIFICATIONS - SURVEY AND STAKE-OUT

the OWNER and delivered to the Engineer prior to final acceptance of the project.

- G. The OWNER may check all or any portion of the stakeout survey work or notes made by the CONTRACTOR. Any necessary correction to the Work shall be made immediately by the CONTRACTOR.
- H. Structures shall be staked out by the CONTRACTOR at the locations and elevations shown on the Drawings or ordered by the Engineer.
- I. Permanent survey marker locations shall be established and referenced by the CONTRACTOR.

PART 2 PRODUCTS
(not used)

PART 3 EXECUTION
(not used)

- END OF SECTION -

TECHNCIAL SPECIFICATIONS - CAST-IN PLACE CONCRETE

PART 1 GENERAL

1.13 SCOPE

- A. The work described by this Section consists of furnishing all materials and equipment, and performing all labor necessary for the complete construction of all concrete work, including all work and appurtenances thereto, as shown or specified, or both.
- B. Work shall include the installation of all sleeves, inserts, piping, hangers, anchors, frames, plastic liner plates, and other items to be built into the concrete work, and all other work and appurtenances specified or required, or both, for proper execution of the work.
- C. All items shall be correctly positioned in form work, and must be inspected and approved by the Engineer before concrete is placed.
- D. All of the concrete on this project shall be provided by a single concrete supply company with a local central batch plant.

1.14 REFERENCES

- A. American Concrete Institute:
 - 1. ACI 301 - Specifications for Structural Concrete.
 - 2. ACI 305 - Hot Weather Concreting.
 - 3. ACI 306.1 - Standard Specification for Cold Weather Concreting.
 - 4. ACI 308.1 - Standard Specification for Curing Concrete.
 - 5. ACI 318 - Building Code Requirements for Structural Concrete.
 - 6. ACI 350 - Building Code Requirements for Environmental Engineering Concrete Structures.
- B. ASTM International:
 - 1. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
 - 2. ASTM C33 - Standard Specification for Concrete Aggregates.
 - 3. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
 - 4. ASTM C42/C42M - Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
 - 5. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
 - 6. ASTM C109/C109M - 08 Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. Cube Specimens)

TECHNCIAL SPECIFICATIONS - CAST-IN PLACE CONCRETE

7. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic Cement Concrete.
8. ASTM C150 - Standard Specification for Portland Cement.
9. ASTM C172 - Standard Practice for Sampling Freshly Mixed Concrete.
10. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
11. ASTM C191 - Standard Test Methods for Time of Setting of Hydraulic Cement by Vicat Needle
12. ASTM C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
13. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
14. ASTM C330 - Standard Specification for Lightweight Aggregates for Structural Concrete.
15. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete.
16. ASTM C595 - Standard Specification for Blended Hydraulic Cements.
17. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.
18. ASTM C685/C685M - Standard Specification for Concrete Made By Volumetric Batching and Continuous Mixing.
19. ASTM C827 - Standard Test Method for Change in Height at Early Ages of Cylindrical Specimens of Cementitious Mixtures
20. ASTM C845 - Standard Specification for Expansive Hydraulic Cement.
21. ASTM C989 - Standard Specification for Ground Granulated Blast- Furnace Slag for Use in Concrete and Mortars.
22. ASTM C1017/C1017M - Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete.
23. ASTM C1064/C1064M - Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete.
24. ASTM C1107/C1107M - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
25. ASTM C1157 - Standard Performance Specification for Hydraulic Cement.

TECHNCIAL SPECIFICATIONS - CAST-IN PLACE CONCRETE

26. ASTM C1218/C1218M - Standard Test Method for Water-Soluble Chloride in Mortar and Concrete.
27. ASTM C1240 - Standard Specification for Silica Fume Used in Cementitious Mixtures.
28. ASTM D994 - Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).
29. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
30. ASTM D1752 - Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
31. ASTM D6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
32. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials.
33. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
34. ASTM E1643 - Standard Practice for Installation of Water Vapor Retarders Used in Contact with Earth or Granular Fill under Concrete Slabs.

1.15 SUBMITTALS

A. Concrete Supplier Qualifications:

1. Submit qualifications on the proposed concrete supply company. The concrete supply company shall be in good standing with the OWNER.
2. The OWNER and Engineer shall review and approve the CONTRACTOR's proposed concrete supplier selection.
3. The concrete supplier shall be ACI certified.
4. The CONTRACTOR shall provide additional qualifications from the concrete supply company if required by the OWNER or Engineer.

B. Product Data: Submit data on:

1. Admixtures
2. Cement
3. Fly Ash
4. Aggregate

TECHNCIAL SPECIFICATIONS - CAST-IN PLACE CONCRETE

5. Other concrete materials
- C. Design Data:
1. Submit concrete mix design for each concrete strength, type, and class.
 2. Submit separate mix designs when admixtures are required for the following:
 - a) Hot and cold weather concrete work.
 - b) Air entrained concrete work.
 3. Identify mix ingredients and proportions, including admixtures, and the volume in cubic feet of each ingredient in a cubic yard of concrete.
 4. Identify chloride content of admixtures and whether or not chloride was added during manufacture.
 5. Include in the submittal, a list of all the materials proposed for use in the concrete.
 - a) For each material, show the specific gravity, the total weight of material to be used in a cubic yard of concrete, and the volume of each material to be used in a cubic yard of concrete.
- D. Samples: Submit two 24 inch long samples of expansion joint and control joint.
- E. Laboratory Test Reports:
1. Submit laboratory test reports for concrete materials and mix design.

1.16 QUALITY ASSURANCE

- A. Imperfect and damaged work shall be satisfactorily removed; new work and materials, which are in accordance with the requirements of the Drawings and Construction Specifications, shall be furnished and installed at no additional expense to the OWNER.
- B. Removal of concrete work and installation of subsequent work and materials shall be accomplished in a manner which will not impair the strength of the structure.
- C. Perform Work in accordance with ACI 318 and ACI 350.
- D. Conform to ACI 305 when concreting during hot weather.
- E. Conform to ACI 306.1 when concreting during cold weather.

TECHNCIAL SPECIFICATIONS - CAST-IN PLACE CONCRETE

- F. Acquire cement and aggregate from one source for Work.

1.17 COORDINATION

- A. Coordinate placement of joint devices with erection of concrete formwork and placement of form accessories.

PART 2 PRODUCTS

6.1 CONCRETE MATERIALS

- A. Portland Cement:

- Cement shall satisfy the requirements of ASTM C 150, as amended to date. Cement for normal Class "A", "B", and "C" concrete shall be Type I.

- B. Coarse Aggregates:

- Coarse Aggregates shall be washed gravel or crushed stone consisting of hard, strong, durable, and uncoated particles; and shall contain neither vegetable matter nor soft, friable, thin, and elongated particles in quantities considered deleterious by the Engineer. Coarse aggregates shall satisfy the requirements of ASTM C 33, as amended to date, and have gradation as follows:

Coarse Aggregate Gradation:

Sieve Size	Percent Passing, by Weight
1-1/2" Sieve	100
1" Sieve	95 to 100
1/2" Sieve	25 to 60
No. 4 Sieve	0 to 10
No. 8 Sieve	0 to 5

- C. Fine Aggregates:

- Fine aggregate shall be natural sand consisting of hard, strong, durable, and uncoated particles having a fineness modulus of not less than 2.30 nor more than 3.10; variation in fineness modulus shall be limited to +0.20 from the average of all tests. Aggregate shall satisfy the requirements of ASTM C 33, as amended to date, and have gradation as follows:

TECHNCIAL SPECIFICATIONS - CAST-IN PLACE CONCRETE

Fine Aggregate Gradation:

Sieve Size	Percent Passing, by Weight
3/8" Sieve	100
No. 4 Sieve	95 to 100
No. 8 Sieve	80 to 100
No. 16 Sieve	50 to 85
No. 30 Sieve	25 to 60
No. 50 Sieve	5 to 30
No. 100 Sieve	0 to 10

D. Fly Ash

- Fly ash, if used, shall satisfy the requirements of ASTM C 618 Class F, as amended to date, except that the loss-on-ignition shall be no more than 6%.

E. Water

- Water shall be fresh, clean, and free of injurious amounts of oil, acid, alkali and organic materials.
- Water shall not contain more than 1,000 parts per million of chlorides calculated as Cl, nor more than 1,000 milligrams per liter of sulfates calculated as SO₄.

6.2 AD MIXTURES

A. Manufacturers:

- Master Builders
- Substitutions: allowed pending ENGINEER approval.

B. Air Entrainment: ASTM C260.

- The air entrainment agent shall be Master Builders "AE-90".
- The agent shall be added in such amounts that not less than 4% or more than 6% of air by volume is entrained in the concrete as it enters the forms.

C. Water Reducing: ASTM C494/C494M – Type A or D.

- The water-reducing admixture shall be Master Builders "Pozzolith".
- To be added in accordance with the admixture manufacturer's printed instructions.

D. Retarding: ASTM C494/C494M – Type B or D

E. Accelerating: ASTM C494/C494M – Type C.

TECHNCIAL SPECIFICATIONS - CAST-IN PLACE CONCRETE

- Accelerating admixtures are not permitted.
- F. Water Reducing and Accelerating: ASTM C494/C494M – Type E
 - Type E admixtures are not permitted.
- G. Water Reducing, High Range: ASTM C494/C494M – Type F.
 - Type F admixtures are not permitted.
- H. Water Reducing, High Range and Retarding: ASTM C494/C494M – Type G.
 - Type G admixtures are not permitted.
- I. Plasticizing: ASTM C1017/C1017M Type I, plasticizing.
 - The use of super plasticizer is not permitted for any water retaining structure.
- J. Chlorides:
 - The use of calcium chloride as an admixture is prohibited.
 - Admixtures shall not contain chloride ions in excess of 0.25% by weight of the admixture.

6.3 CONCRETE MIX

- A. General
 - Concrete shall be composed of cement, fly ash (if required), admixtures (if required), fine aggregate, coarse aggregate, and water proportioned and mixed to produce a plastic workable mix in accordance with the requirements of this Section, and shall be suitable for the specific conditions of placement.
 - The mix shall be submitted not more than 60 days nor less than 30 days in advance of the time of proposed use.
- B. Pump Concrete
 - Pumped concrete is allowed for this project, and may be necessary in some cases where concrete is heavily reinforced or inaccessible. If a special design mix for pumped concrete is required it shall be submitted for approval.
 - The Engineer shall review the pumping equipment and methods.

TECHNCIAL SPECIFICATIONS - CAST-IN PLACE CONCRETE

C. Lightweight Concrete

- Lightweight concrete shall have a compressive strength of not less than 4,000 psi and shall be used as shown on the Contract Drawings.
- The mix shall incorporate the use of lightweight coarse aggregate and standard weight sands.
- Lightweight concrete shall have maximum 28-day air-dry unit weight of 115 pounds per cubic foot.

D. Class "A" Concrete

- Class "A" concrete shall have 28-day compressive strength of not less than 4,000 psi, and shall have normal setting characteristics.
- Class "A" concrete shall be used for reinforced concrete work, and for unreinforced footings not thicker than 8-inches.

E. Class "B" Concrete

- Class "B" concrete shall have 28-day compressive strength of not less than 3,000 psi, and shall have normal setting characteristics.
- Class "B" concrete shall be used for blocking, gravity type walls, pipe encasement, and unreinforced footings and slabs thicker than 8-inches.

F. Class "C" Concrete

- Class "C" concrete shall have a compressive strength of not less than 1,500 psi, and shall have normal setting characteristics.
- Class "C" shall be used for concrete sub-foundations, and concrete backfill where required.

G. Design Mix

- If an existing design mix that was recently prepared using the same source of proposed materials is demonstrated to conform to this specification, the Engineer may approve its use in the work. Otherwise, design mix and strength data as required by the Engineer will be submitted by the Contractor for approval.

H. Proportioning

- Proportioning of materials shall be accomplished in a manner that will produce a workable mixture having a slump within the required limits, and having minimum water content.

TECHNCIAL SPECIFICATIONS - CAST-IN PLACE CONCRETE

- The exact proportion of materials to be used in concrete shall be as determined by the Laboratory Design Mix, and as directed by the Engineer.
- The Contractor shall furnish the equipment necessary to positively determine and control actual amounts of materials entering into the concrete.
- The proportions of materials used in the mix shall be changed whenever, in the opinion of the Engineer, a change is necessary to obtain the required strength, and the desired density for uniformity and workability. In structures intended to be watertight, good workability will be considered to be of primary importance.
- All materials shall be measured by weight, except for water, which may be measured by volume.
 - One (1) gallon of water to weigh 8.33 pounds.
 - One (1) bag of Portland cement shall be considered to weigh 94 pounds.
- Each cubic yard of concrete shall contain not less than the following quantities of cement and fly ash:

Cement (Non Slag):

Concrete Class	Portland Cement	Fly Ash
A-1	470 pounds (5 bags)	100 pounds
B-1	376 pounds (4 bags)	100 pounds
C-1	376 pounds (4 bags)	None Required

Lightweight Concrete:

Concrete Class	Portland Cement	Fly Ash
LWC	480 pounds (5 bags)	190 pounds

- In calculating the total water content of mixes, the amount of water borne on the surface of the aggregate particles shall be included. The amount of water to be used in the mix shall, in all cases, be the least amount necessary to produce a plastic mix having the required strength and the desired density, uniformity, workability, and characteristics within the required slump limits. The intent of the specifications is to produce a maximum water cement ratio for Class "A" concrete of 0.49 or less.

TECHNICAL SPECIFICATIONS - CAST-IN PLACE CONCRETE

Maximum Water Addition:

Component	Water
Portland Cement – Class A	5.6 gallons/bag cement/CY
Portland Cement – Class B	7.7 gallons/bag cement/CY
Fly Ash	5.5 gallons/100 lbs fly ash/CY

- The total volume of aggregates to be used in each cubic yard of concrete, and the proportion of fine aggregate to coarse aggregate, shall be that necessary to produce a dense mixture having the required workability, as determined by the Laboratory Design Mix, and as directed by the Engineer.

I. Admixtures:

- Admixture may be added to Class “A” and Class “B” concrete if the Engineer allows its addition.
- The use of admixtures is solely at the discretion of the Engineer and all such admixtures shall be submitted to the Engineer for review and approval.
- A standard dispenser shall be used to introduce the admixture into the mix. The Contractor shall provide for the services of the admixture manufacturer’s representative in order to install and establish the operation of the dispenser.

J. Slump Limits:

- The slump of concrete to be placed in formed work such as columns, slabs, beams, piers and walls shall be not less than 4 inches, or more than 6 inches.
- The Slump of concrete to be placed in slabs on earth and rock shall be not less than 1 inch, or more than 4 inches.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify requirements for concrete cover over reinforcement.
- B. Verify anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with placing concrete.

TECHNICAL SPECIFICATIONS - CAST-IN PLACE CONCRETE

3.2 CONCRETE PRE-CONSTRUCTION MEETING

- A. A concrete pre-construction meeting shall be held a minimum of seven (7) days prior to the placement of any concrete.
- B. Attendance:
 - 1. The following persons are required to attend the meeting:
 - a) OWNER
 - b) Contractor
 - c) Engineer
 - d) Concrete Supplier
 - e) Testing Lab Representative
- C. Submittals
 - 1. A minimum of seven (7) days prior to the meeting, the following submittals shall be made.
 - a) Proposed Design Mix
 - b) Proposed Test Cylinder Break Report
 - c) Proposed Concrete Batch Ticket Report Form
 - d) Proposed Concrete Loading/Delivery Ticket Form

3.3 PREPARATION

- A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent at vertical construction joints, and grout at horizontal construction joints. Remove laitance, coatings, and unsound materials.
- B. Bonding:
 - 1. Before placing new concrete work on, and against, concrete work which has recently set, the surfaces of recently set concrete work shall be thoroughly roughened and made free from all foreign matter and laitance, the forms placed and tightened, and the surfaces of that concrete slushed with grout.
 - 2. New concrete shall be placed before grout has attained its initial set.
 - 3. Bonding work shall be accomplished in a manner that will ensure complete bonding.
 - 4. Two (2) inches to four (4) inches of grout shall be applied to all horizontal construction joints.

- C. Accumulated water and debris shall be removed from excavations and from formwork into which concrete is to be placed.
 - 1. Flow of water into those places shall be diverted into side drains or sumps and be removed without disturbing newly placed concrete.
- D. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout unless otherwise shown on the Drawings.
- E. Remove debris and ice from formwork, reinforcement, and concrete substrates.
- F. Forms, unless lined, shall be thoroughly wetted with water before concrete is placed so as to tighten joints and prevent leakage of the mix.
- G. Concrete Floor Surfaces and Slabs:
 - 1. Before constructing concrete slabs on earth, all piping that will be under these slabs shall be successfully tested.
 - 2. The sub-grade shall provide solid bearing, and shall be brought to a true and even plane.
 - 3. All pipes, except perforated pipe shall be encased in concrete.
 - 4. Provide a continuous membrane of polyethylene plastic film under all slabs on grade.
 - 5. Provide compacted crushed stone under all slabs on grade.

3.4 PLACING CONCRETE

- A. Place concrete in accordance with ACI 318.
- B. Notify testing laboratory and Engineer minimum 24 hours prior to commencement of operations.
- C. Before concrete is placed, the depth and character of the foundations, the adequacy of forms and false-work, and the placing of steel and appurtenant work shall be inspected, and must be accepted by the Engineer.
 - 1. That acceptance, however, shall not relieve the Contractor from the responsibility to produce the finished work.
- D. Ensure reinforcement, inserts, embedded parts, formed expansion and contraction joints are not disturbed during concrete placement.
- E. Ensure conduits and pipes embedded in concrete follow ACI 318-6.3:
 - 1. Conduits and pipes made of aluminum shall be effectively coated or covered to prevent aluminum-concrete reaction or electrolytic action between aluminum and steel.

2. Conduits, pipes, and their fittings embedded within a column shall not displace more than 4-percent of the area of cross section.
 3. Conduits, pipes, and their fittings, shall not be larger in outside dimension than $\frac{1}{3}$ the overall thickness of slab, wall, or beam in which they are embedded.
 4. Conduits, pipes, and their fittings shall not be spaced closer than 3 diameters or widths on center.
 5. Conduits, pipes, and their fittings shall not significantly impair the strength of the construction as determined by the design engineer.
 6. No liquid, gas, or vapor shall be placed in embedded pipes until concrete has attained its design strength.
 7. In slabs, piping shall be placed between the top and bottom reinforcement.
 8. Concrete cover for conduits, pipes, and their fittings shall not be less than 1-1/2-in.
 9. Conduits, pipes, and their fittings shall be so fabricated and installed that cutting, bending, or displacement of reinforcement from its proper location will not be required.
- F. Install construction joint devices in coordination with floor slab pattern placement sequence.
1. Set top to required elevations.
 2. Secure to resist movement by wet concrete.
- G. Install joint device anchors. Maintain correct position to allow joint cover to be flush with floor and wall finish.
- H. Install joint covers in longest practical length, when adjacent construction activity is complete.
- I. Concrete shall be placed in a manner which will prevent the possibility of segregating aggregates, displacing reinforcing, and coating and splattering the reinforcing steel which is in place.
1. Troughs, pipes, hoppers, chutes, and canvas tremies shall be arranged and used in a manner that will ensure that the concrete is placed in the manner specified.
 2. The maximum distance between the end of the concrete hopper, chute, tremie, pump hose, etc. shall not exceed five (5) feet above the fresh concrete.
- J. Concrete shall be placed in continuous horizontal layers, the thickness of which, in general, shall not exceed 12 inches.
- K. Care shall be used to fill each part of the forms; concrete shall be deposited to as near final position as possible. After the concrete has taken its initial set, care shall be used to avoid jarring the formwork, and placing strain and vibration on the ends of projecting reinforcing bars.

- L. When placing concrete, each batch and each layer shall be placed following the preceding batch or layer so closely that there will be no "cold joints" in the work.
- M. If concrete must be dropped more than five (5) feet, it shall be deposited through a tremie.
- N. Consolidating Concrete:
 - 1. Concrete, when placed, shall be compacted with mechanical, internal vibrating equipment supplemented with hand spading with a slicing rod.
 - 2. Vibrating shall not be used to transport concrete within forms. Vibrating equipment shall maintain an impulse rate of not less than 5,000 impulses per minute, when submerged in concrete.
 - 3. Not less than one (1) spare vibrator shall be maintained on the job site as a relief.
 - 4. The duration of vibration shall be limited to that time necessary to satisfactorily consolidate the concrete without causing objectionable segregation.
 - 5. The vibrator shall not be inserted into lower layers that have begun to set.
- O. Thin Section Work:
 - 1. Thin section work shall be thoroughly worked with a steel rod; faces shall be shaped and mortar flushed to the surface of the form.
 - 2. Small diameter holes shall be drilled in formwork beneath large wall sleeves and inserts to prevent the entrapment of air beneath those sleeves and inserts when concrete is placed.
- P. The placement of concrete within units of the work between construction joints, once begun, shall continue without interruption so that the unit will be monolithic in construction.
- Q. Concrete shall be placed and compacted in a manner that will form a dense, compact, impervious structure having smooth faces on exposed surfaces. Sections of concrete work found to be porous, plastered, or otherwise defective, in the opinion of the Engineer shall be removed and replaced in whole, or in part, as directed by the Engineer, at no additional expense to the OWNER.
- R. Concrete shall be placed in daylight. Placing of concrete in a portion of the work shall not be started if that portion of the work cannot be completed during daylight, unless an adequate lighting system is provided.
- S. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.

3.5 PLACEMENT IN COLD WEATHER

- A. Concrete shall not be placed when the atmospheric temperature is below 35°F or the temperature of the concrete is below 55°F.
- B. Methods for obtaining proper concrete temperature for mixing and placing concrete are listed under Cold Weather Concreting in ACI 306.
- C. If, after placing concrete, the atmospheric temperature becomes lower than 35°F, the Contractor shall enclose, heat, and protect the concrete in a manner which will keep the air surrounding the fresh concrete at a temperature above 45°F for a period of 6 days after concrete is placed.
- D. The Contractor shall assume all risk connected with the cold weather placing and protecting of concrete and, should that concrete be unsatisfactory, it shall be rejected and replaced at no additional cost to the OWNER.

3.6 PLACEMENT IN HOT WEATHER

- A. When the ambient temperature is 90°F or above, special precautions shall be taken during mixing, placing, and curing.
- B. At times when the temperature exceeds 90°F, the Engineer may require that placement of the concrete be at night or during early morning hours.
- C. In no case should the temperature of the concrete, when placed, be above 90°F.
- D. Methods of lowering concrete temperature are listed under Hot Weather Concreting in ACI 305R.
- E. Attention shall be given to coordinating the dispatching of trucks with the rate of placement to avoid delays in delivery.
- F. When elapsed time from batching to placement is so long as to result in significant increases in mixing water demand, or in slump loss, mixing in the trucks should be delayed until only sufficient time remains to accomplish mixing before the concrete is placed.
- G. On truck arrival at the job site, addition of water is allowed to achieve specified slump but shall not exceed that shown on the batch ticket. The forms and reinforcing steel should be cooled to a temperature of not more than 90°F by spraying with fog nozzles.
- H. The concrete shall be cured with water.

3.7 WATERTIGHTNESS

- A. All concrete structures for holding and transporting water, and pits below ground level, shall be watertight;

1. A drop in the water level of more than 1/4 inches within 24 hours will not be permitted when water holding structures are filled.
- B. All exposed surfaces of water-holding structures, and interiors of pits below ground water level, shall be free from visible damp spots and seepage before acceptance.

3.8 FLOOR SLOPE

- A. In areas with floor drains, maintain floor elevation at walls, pitch surfaces uniformly to drains at 1/4 inch per foot nominal unless otherwise indicated on the Contract Drawings.

3.9 TESTING

- A. The CONTRACTOR shall arrange and pay for all concrete testing services on the referenced project.
- B. Tests for Concrete Materials:
 1. Fine aggregate shall satisfy the requirements of ASTM C 33, as amended to date. Coarse aggregate shall satisfy the requirements of ASTM C 33, as amended to date.
 2. Cement shall have normal setting characteristics and satisfy the requirements of ASTM C 150 for Type I cement, as amended to date (Cement which has been stored for more than four months after being tested shall be re-tested before use).
 3. Slag Cement shall be Grade 120 and shall satisfy the requirements of ASTM C 989 and ACI 233R as amended to date.
 4. Fly Ash, if required, shall satisfy the requirements of ASTM C 618 Class F, as amended to date, except loss-on-ignition shall be not more than 6%.
- C. Testing During Construction
 1. Make test cylinders for concrete, slump test, air entrainment, and concrete temperature all of which shall be included on the report for the cylinder broken, along with the truck number and date of test. The truck and load number shall be used to coordinate the test cylinder with the load sampled.
 2. Compression tests shall be made at the age of 7 days and 28 days by the testing laboratory in accordance with the procedure described in ASTM C 39, as amended to date, and as required by the Engineer.
 3. After beginning work, the number of tests shall be as listed in the following table, but shall be not less than one for each type of concrete forfor each pour. Each test shall consist of at least four

cylinders; two to be properly stored at the site; and two for laboratory control, one each to be broken at 7 days and one each at 28 days.

<u>Total Cubic Yards Concrete Placed</u>	<u>Minimum Number of Tests</u>
0 to 100	One Each Pour
100 to 1,000	One Each 250 CY
1,000 to 2,000	One Each 350 CY
2,000 and Over	One Each 500 CY

4. If Contractor desires to strip forms early, Contractor shall pay for additional cylinders shall be taken to determine strength of concrete at the desired time of form removal.

3.10 DEFECTIVE CONCRETE

- A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- B. Repair or replacement of defective concrete will be determined by Engineer.
- C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.

- END OF SECTION -

TECHNICAL SPECIFICATIONS - BUILDING

PART 1 GENERAL

1.18 SUMMARY

- A. Furnish all labor, materials, tools and equipment and perform all operations necessary for the detailed design and installation and testing of the concrete foundation, push wall and building, as described herein, in associated specifications, and shown on the drawings.
- B. Provide quality assurance as described in this specification for the manufacture, fabrication, and installation of building as specified. Work associated with the building floor, grading and stormwater management will be completed by others.
- C. A 60'W x 100'L Building shall be provided as shown on the drawings.

1.19 QUALITY ASSURANCE

- A. Installation: The Installation Contractor (Installer) shall be the manufacturer, or an agent licensed by the manufacturer and specially trained to install the manufacturer's material.

1.20 SUBMITTALS

- A. The CONTRACTOR's, or SUBCONTRACTOR's Building Engineer is required to prepare a detailed shop drawing submittal for the Building and respective appurtenances which shall include the following at a minimum:
 - 1. The building supplier information, such as cut sheets, specifications and details. Access points to the building shall be as shown on the project drawings.
 - 2. Design data and calculations signed and sealed with the seal by a Registered Professional Engineer in the State of Georgia. The calculations and all applicable design codes and criteria shall be submitted to the Engineer prior to fabrication and concrete foundation placement.
 - 3. A dimensioned shop drawing showing the building plans including building reactions to the foundation, elevations and cross-sections. Shop drawings shall include necessary details on the location of the building and provide key dimensions and items such as the following:
 - a) The finished floor elevation of the building

TECHNICAL SPECIFICATIONS - BUILDING

- b) Utility conduits
- 4. Manufacturer's product information, specifications, and installation instructions for building components and accessories, including necessary specification for selected building components.
- 5. Complete erection drawings showing anchor bolt settings, sidewall, endwall and roof framing, covering and trim details, and accessory installation details to clearly indicate the proper assembly of building components.
- 6. Certification letter stating erector's qualifications as follows:
 - a) Furnish the names of all erector proposed to use for this work including necessary evidence and/or experience records to ascertain their qualifications in the erection of similar buildings.
 - b) Erector qualifications shall include a certified letter from the building manufacturer, on the manufacturer's letterhead, signed by an officer of the company stating that the erector is on the manufacturer's approved list of contractors
- 7. Guarantees described below:
 - a) The building guarantee shall be against rupture, structural failure, and perforation.
 - b) Guarantee the building against defects, leaks, etc. and the labor to repair such for a minimum period of 15 years.

PART 2 PRODUCTS

2.1 DESIGN

- c) All guarantees shall be submitted to the Engineer for approval and will be effective from the date of acceptance by the Engineer.
 - A. The building shall be a 60 feet wide and 100 feet long based on interior dimensions.
 - B. The foundation shall be designed to withstand all dead loads and live loads as required by all applicable codes and equipment. Such loads shall include wind loading, snow loading, rainfall and all design loads.

TECHNICAL SPECIFICATIONS - BUILDING

- C. The building anchor bolts shall be designed by the building manufacturer to resist all column reactions. Anchor bolts shall be furnished by the CONTRACTOR, and shall be installed per recommendations using a manufacturer's supplied template.
- D. The Engineer shall verify the foundation capacity for the reactions provided by the Building Manufacturer.

PART 3 EXECUTION

6.4 FABRICATION

- A. Design prefabricated components and necessary field connections required for erection to permit easy assembly and disassembly. Fabricate components in such a manner that once assembled, they may be disassembled, repackaged, and reassembled with a minimum amount of labor.
- B. Clearly and legibly mark each piece of the assembly to correspond with previously prepared erection drawings, diagrams, and instruction manuals.
- C. Shop connections shall be bolted or welded.
- D. Field connections shall be bolted.

6.5 PRODUCT DELIVERY

- A. Deliver and store prefabricated components, sheets, and panels, and other manufactured items so that they will not be damaged or deformed.
- B. Stack materials on platforms or pallets, covered with tarpaulins or other suitable weather tight ventilated covering.
- C. Store metal sheets or panels so that water accumulations will drain freely.
- D. Do not store sheets or panels in contact with other materials that might cause staining.

6.6 ERECTION

- A. Erection of building, accessories, insulation and the interior finish, if applicable, shall be performed by an approved erector.

The installation of the building shall be coordinated with any work that is to be installed with or attached to the building.

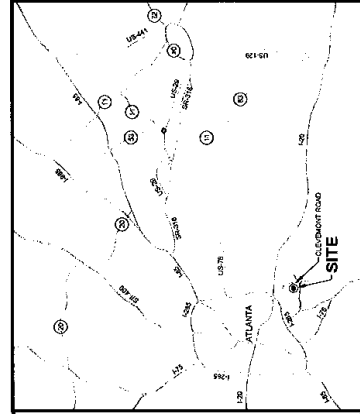
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Exhibit 3

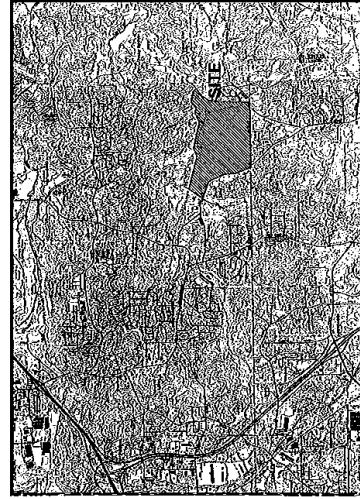
Drawings

DEKALB COUNTY PUBLIC WORKS - SANITATION DIVISION PROPOSED DEKALB COUNTY SALT/SAND BARN

DESIGN/BUILD PACKAGE
DEKALB COUNTY, ELLENWOOD, GEORGIA
DECEMBER 2014



SITE VICINITY MAP
SCALE
0 2000 4000 6000
FEET



SITE LOCATION MAP
SCALE
0 2000 4000 6000
FEET

PROPERTY OWNER & DEVELOPER:

DEKALB COUNTY
PUBLIC WORKS SANITATION
DIVISION 3720 LEROY SCOTT DRIVE
DECATUR, GA. 30032

SITE LOCATION:
4203 CLEVELAND ROAD
ELLENWOOD, GA 30294

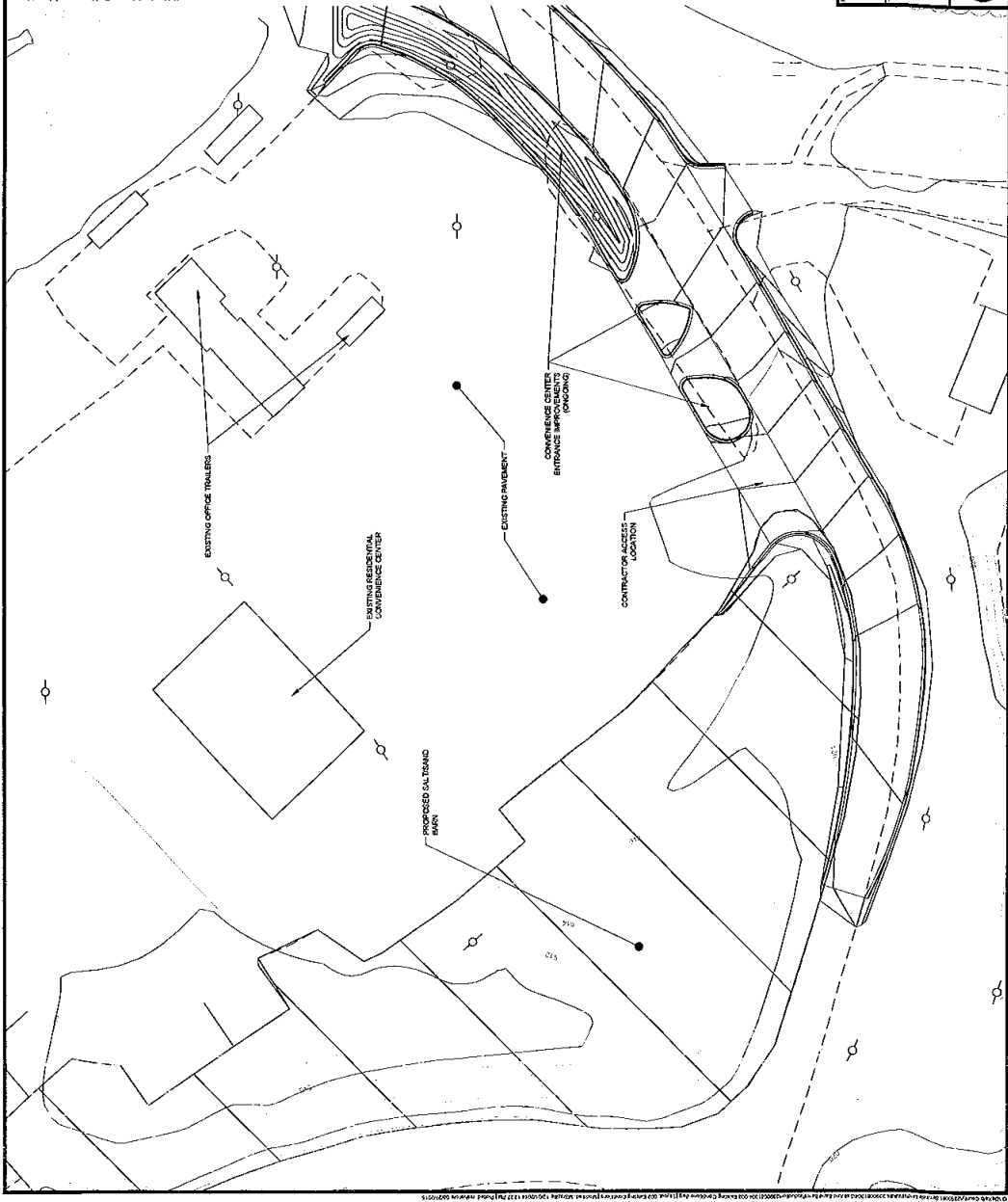
24 HOUR CONTACT PERSON:
TRACY HUTCHINSON
OFFICE: (404) 294-2927
CELL: (404) 317-8157

PLANS PREPARED BY:
GOLDER ASSOCIATES INC.
3730 CHAMBLEE TUCKER ROAD
ATLANTA, GA 30341
(770) 496-1893



RELEASED FOR
BIDDING

SHEET	DESCRIPTION
001	TITLE SHEET
002	EXISTING CONDITIONS
003	CONCEPTUAL SITE LAYOUT
004	MISCELLANEOUS DETAILS



LEGEND
EXISTING CONTOURS
PROPOSED CONTOURS

NOTES
1. RESIDENTIAL CONVENIENCE CENTER ENTRANCE IMPROVEMENTS ARE CURRENTLY UNDER CONSTRUCTION.

REFERENCES
1. AERIAL PHOTOGRAPHIC INFORMATION PROVIDED BY REGION AERIAL MAPPING, DATE OF ACQUISITION: 10/20/2014.
2. CONSTRUCTION INFORMATION PROVIDED BY DON SHIMHA, DEKALB COUNTY SANITATION, ON 10/20/2014.

RELEASED FOR
BIDDING



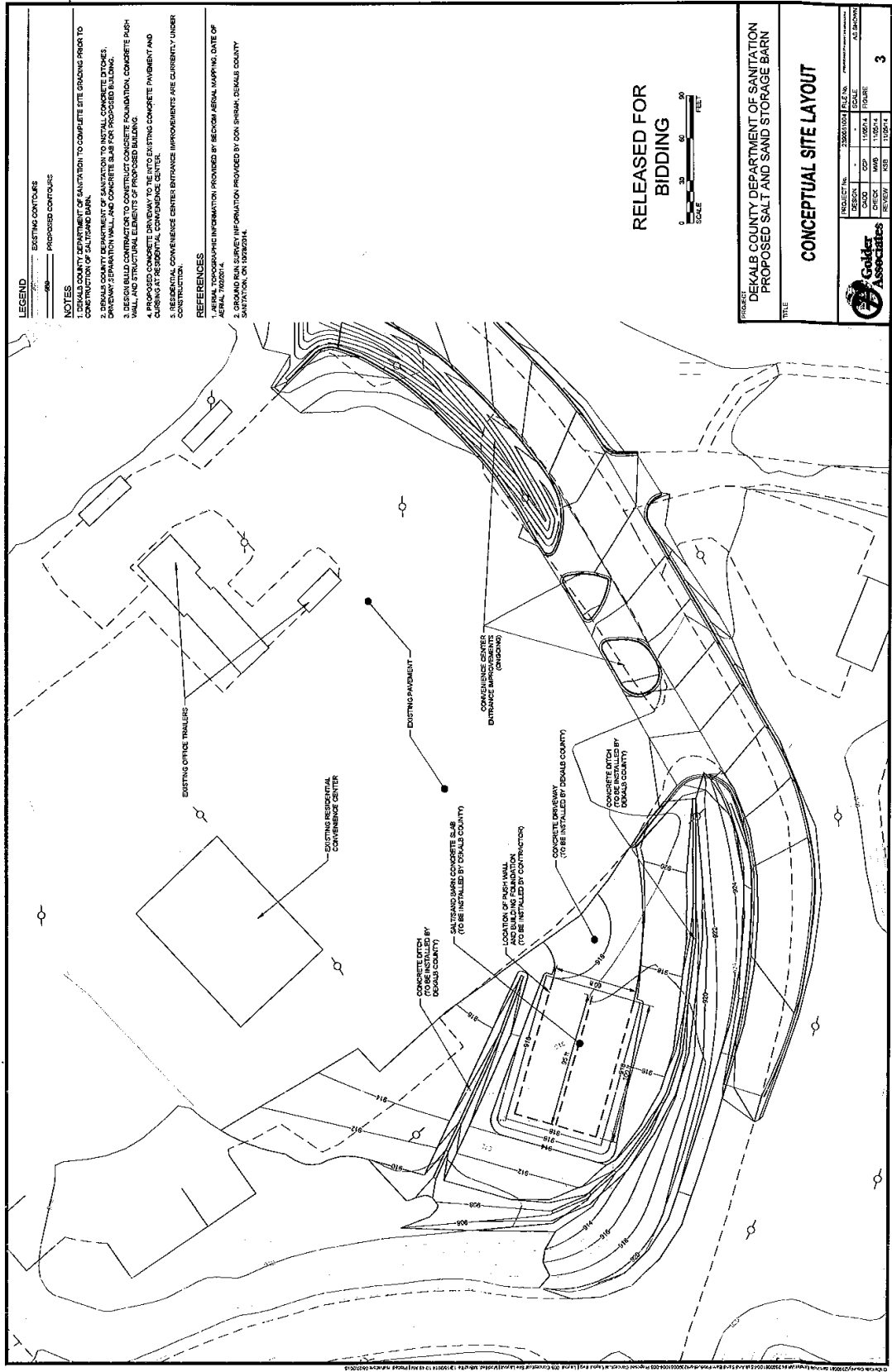
DEKALB COUNTY DEPARTMENT OF SANITATION
PROPOSED SALT AND SAND STORAGE BARN

TITLE

EXISTING SITE CONDITIONS

PROJECT No.		250001001		FILE No.		250001001	
OWNER		DCSD		DATE		11/05/14	
DESIGNER		Golder Associates		DATE		11/05/14	
CONTRACTOR		Golder Associates		DATE		11/05/14	
REVISION		1		DATE		11/05/14	
SHEET		1		TOTAL		2	





LEGEND
--- EXISTING CONTOURS
--- PROPOSED CONTOURS

NOTES
1. DEKALB COUNTY DEPARTMENT OF SANITATION TO COMPLETE SITE GRADING PRIOR TO CONSTRUCTION OF SALT AND SAND BARN.
2. DEKALB COUNTY DEPARTMENT OF SANITATION TO INSTALL CONCRETE DITCHES, DRAINAGE SEPARATION WALL, AND CONCRETE SLAB FOR PROPOSED BUILDING.
3. DEKALB COUNTY DEPARTMENT OF SANITATION TO CONSTRUCT CONCRETE FOUNDATION, CONCRETE PUMP WALL, AND BUILDING FOUNDATION FOR PROPOSED BUILDING.
4. PROPOSED CONCRETE DRIVEWAY TO BE INSTALLED BY DEKALB COUNTY.
5. RESIDENTIAL CONFERENCE CENTER ENTRANCE IMPROVEMENTS ARE CURRENTLY UNDER CONSTRUCTION.

REFERENCES
1. AERIAL PHOTOGRAPHIC INFORMATION PROVIDED BY REGIONAL AERIAL SURVEILLANCE DATE OF AERIAL: 7/20/2014.
2. GROUND REAL SURVEY INFORMATION PROVIDED BY DON SHIMAN, DEKALB COUNTY SANITATION, ON 10/26/2014.

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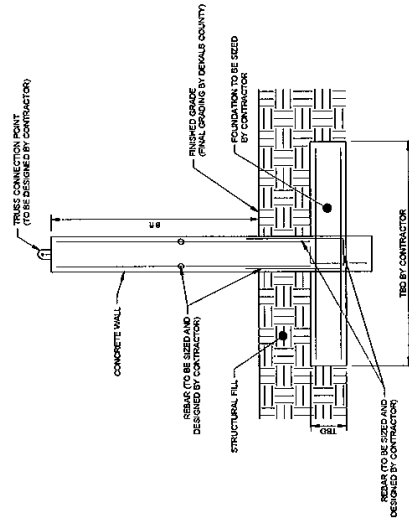
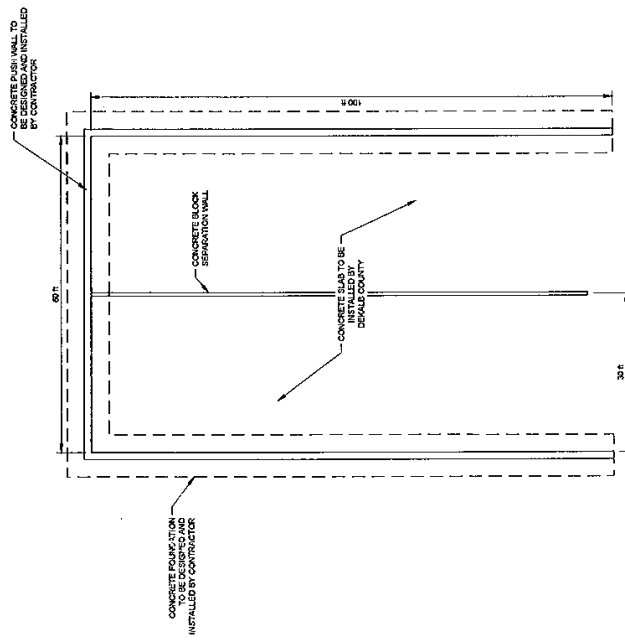


DEKALB COUNTY DEPARTMENT OF SANITATION
PROPOSED SALT AND SAND STORAGE BARN

CONCEPTUAL SITE LAYOUT

PROJECT No.	230001001	FILE No.	
DESIGN No.		SCALE	1" = 30'
DATE	10/26/14	FIGURE	
DESIGNER	MAH	REVIEWER	KOB
DATE	10/26/14	DATE	10/26/14





NOTES


NOTES

1. ALL STRUCTURAL ELEMENTS OF BUILDING TO BE DESIGNED BY CONTRACTOR.

RELEASED FOR
BIDDING

DEKALB COUNTY DEPARTMENT OF SANITATION
PROPOSED SALT AND SAND STORAGE BARN

MISCELLANEOUS DETAILS

	PROJECT No.	2300011004	FILE No.	AS SHOWN
	DESIGN	-	SCALE	FIGURE
	CADD	CDP	11/05/14	4
	CHECK	WAB	11/05/14	
	REVIEW	KSB	11/05/14	

- End of Section -